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The Solicitors' Journal

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Current Topics.

The Metropolitan Police Report.

FRANK and searching criticism of the whole of the police system as well as a thorough analysis of the work and organisation of the Metropolitan Police Force are the keynotes of the second annual report made by Lord TRENCHARD as Commissioner of Police of the Metropolis (Cmd. 4294, Stationery Office, issued 3rd May). One of the most important matters to which the Commissioner draws attention is the question of the type of man who joins the police. In spite of the great improvements in the status and pay of the police after the Desborough Committee's report, the number of candidates accepted who have not carried their education beyond the elementary stage remains between 80 and 90 per cent. of the total, much what it was in 1919. It is sometimes thought that the person with an elementary education is quicker and more alert than the product of the secondary school, but the multitude of subjects which the modern policeman is required to know seems to demand a higher standard of education than that provided by the elementary school. Moreover, as the report states, it must be remembered that "the number of boys now receiving secondary education has increased to about four times what it was at the beginning of the century." The important problem is stated by the Commissioner to be to secure a steady supply of the best brains from every available source. Hitherto there has been a rigid adherence to the 1829 plan of Sir ROBERT PEEL, under which all positions up to and including the rank of superintendent are filled by promotions from below, and on various occasions in the past attention has been directed to the narrowness of such a system. The report also directs severe criticism towards a system under which the police can be directly employed and paid by private persons and firms for the purposes of entertainments, sales, auctions, etc., as it can in the Metropolis. The deplorable fact is also disclosed that out of the 50,000,000 man-hours worked by the Metropolitan Police each year about 500,000 man-hours per year were expended on attendances at court and over 100,000 man-hours expended in connection with motor process, accidents, etc. The Commissioner also attacks the system of representation set up by the Police Act, 1919, on account of the large expenditure of working time arising out of service on committees under that Act. On the other hand, his Lordship pleads for more recreational facilities in order to relieve the monotony of much of the actual police work, and thus to secure a higher standard of efficiency. His Lordship adds that the principles on which the statistics as to the increase of crime in the Metropolitan area have been compiled have led to a gross exaggeration of the increase, the actual increase in indictable crime in 1932 over 1931 being 5 per cent. and not 220 per cent. as suggested by the figures. No doubt many of the suggestions put forward in the report are of a highly controversial and radical character, but all of them deserve the close examination which should be accorded to statements emanating from so high and authoritative a source.

The Prisons Report.

SOME interesting statistics are set out in the report of the Commissioners of Prisons for 1931, issued on 4th May. A fact of considerable significance that emerges from the report is that, during 1931, 24 per cent. of the men committed to prison were committed by civil process for failure to pay moneys due under court orders, and 17 per cent. were committed for failure to pay fines. Of the remainder, 14 per cent. were committed on remand or for trial and not subsequently sentenced to imprisonment, and 15 per cent. were in receipt of sentences of over three months' imprisonment. In the case of women, the figure corresponding to that last mentioned was 9 per cent. Another curious fact that is revealed is that while the total reception of men on conviction during the year was 32,471, and of women 4,946, 48 per cent. of the number of women were imprisoned for offences against the liquor laws, while only 16 per cent. of the number of men were imprisoned for such offences. A redeeming feature of the situation, however, is that the number of women imprisoned for drunkenness, which was annually about 15,000 before the war, had fallen to 2,366 in 1931. With regard to the suggestion that psychotherapy should be adopted to cure crime, it is recommended that a scientific investigation carried on at a penal institution, on the lines suggested by the Persistent Offenders' Committee, would be very helpful. A changed treatment of crime is, no doubt, bound to come, but it is better that any reforms that are instituted should be based on careful scientific research rather than on a vague sentimentality.

In-or-out-of-date Licences.

A STRANGE problem was indicated recently at Chertsey in a prosecution for driving a motor car with an out-of-date licence. The accused submitted that the licence which he took out later in the day he was stopped was a licence covering the whole day, and although the chairman of the bench said: "Very ingenious, but not good enough," to this defence, there is support for it both in the Road Traffic Act, 1930, and elsewhere. It is s. 4 (1) of that Act which requires a licence to be held by drivers, and s. 4 (5) which requires the production of the licence to the police, but this latter subsection carries a proviso to the effect that if within five days after the production of the licence was required, the licensee produces the licence at a specified place "he shall not be convicted" of an offence under this sub-section. There is, therefore, no offence in the non-production of the licence on the day of demand. The other possible ground for a conviction is failure to be "the holder of a licence" within s. 4 (1). But by the afternoon of the day in question this accused became

the holder of a licence which in the terms of sub-s. (4), s. 4, remains "in force for a period of 12 months from the date on which it was granted." The question therefore resolves to this; does the expression "the *date* on which it is granted" cover the whole *day* on which it is granted? And the answer, according to such authority as there is, appears to favour the accused. In *Simpson* v. *Marshall*, 37 Scottish Law Reporter, STORMONTH DARLING, L.O., giving what is after all a Scotch estimate, says (p. 316): "The word Date is much more commonly descriptive of a Day than of any smaller division of time." Again, it was held in the *Jubilee Cotton Mills Case*, reported in [1924] A.C. 958, that the words "from the date" of the incorporation of the Company included any portion of the day on which the company was incorporated. The expression "date" does not receive any particular definition in the Act itself, and must therefore be construed on these general principles, which render it difficult to escape the conclusion that this licence did cover the whole day. It is, of course, inconceivable that the Legislature meant that licences need only be procured when asked for by the police, but it appears that the chairman of the bench had only commonsense to support his view.

The Peripatetic "Tote."

ACCORDING to a report published in *The Times*, the National Greyhound Racing Society has brought to the notice of the Home Office a number of instances in which, it is alleged, the law laid down in the recent case of *Shuttleworth* v. *Leeds Greyhound Association* [1933] 1 K.B. 400, is being, if not defied, at least circumvented. The case is, of course, the well-known one laying down that the owners of a greyhound racecourse, in setting up and then working a "Tote," infringe s. 1 of the Betting Act, 1853. This ruling differs from that of Scottish judges expounding the same law, as pointed out in our note last year (76 SOL. J. 909). The allegation now made is that, on particular greyhound tracks, men are to be found, no doubt distinguishable by backers, who will accept bets on a particular animal, one man to one dog. After the race, the winners go to their particular layer and are each paid a sum which represents, it is understood, their proper proportion of the total sum paid to all the layers taking bets of this kind, less the usual deductions. Presumably the public trust to the management that their winnings as paid are correct on the system, which is, of course, that of the "Tote." Whether the men are actually in the employment of the owners of the track is not stated, and must so far be a matter of surmise, but it is to be presumed that their presence and operations are knowingly suffered by such owners. In effect, if the statements are true, the public get "Tote" betting without the machine. There is, of course, nothing to prevent an ordinary bookmaker from betting at odds based on the "Tote" system, and some appear to have done so when the "Tote" was supposed to be legal. Whether the above practice is so may depend on various factors not disclosed, notably whether the layers are agents of the owners of the course or otherwise. If they are not so, possibly the elaborate fiction of *Powell* v. *Kempton Park* [1899] A.C. 143, that a bookmaker flits about during his business, would apply to legalise their activities. The matter furnishes one more illustration of the general absurdity of the law as to betting, at which Parliament has done no more than tinker for the last eighty years.

Shorthand Notes.

NOT only, as was indicated in our note last week, has the shorthand writer to pursue his avocation in court under serious disadvantages, he has over and over again to listen to certain judges, especially in the Court of Appeal, deprecating the use of shorthand notes as an unnecessary expense to the litigant, and, moreover, unnecessary, in the sense that they are a mere elongation of the judge's notes which are judicially said to be quite sufficient for the court to ascertain the facts as presented to the tribunal of first instance. That this view may sometimes prove to be quite erroneous was clearly brought out during the hearing of an appeal last week where a mass of scientific evidence had to be scrutinised and where the very full note taken by the trial judge failed in several instances to give an adequate impression of the effect of the testimony as a whole. Rarely has the shorthand writer received so effective an appreciation in the Court of Appeal, where, as has been hinted, his strenuous labours have usually been frowned upon. Admittedly, the cost of the shorthand notes in a big litigation amounts to a considerable sum, but if it is necessary to do full justice to the cases heard this cost is well incurred. In Scotland, if we are not mistaken, a shorthand note is taken as a matter of course, and the stenographer is so placed as to be well within earshot of the witnesses and out of reach of those who might incommode him in his work. As Mr. Justice EVE recently said, the shorthand writer deserves better treatment than is usually meted out to him in our courts.

Acquisition of Land by Local Authority outside District.

ON the motion for the third reading of a bill promoted by the Wimbledon Corporation, Lord BURNHAM raised a point as to the proposed acquisition by the corporation, as provided by the bill, of a certain area of land adjacent to the River Mole for the purposes of a public cemetery. The land in question is, of course, a considerable distance from Wimbledon, and within the boundaries of an entirely different local authority. The latter body was not consulted by the corporation as to the proposed acquisition of land in their district, and his Lordship raised the point whether one local authority should go into the area of another and purchase land for the purpose of a cemetery, or any other function of local government, without the approval and even without the knowledge of the district authority concerned. He suggested that such action was contrary to the traditions of English local government and, as he put it, subversive of the fundamental ideas of local administration. Lord HAILSHAM, on behalf of the Government, promised to communicate Lord BURNHAM'S observations, which clearly raised a point of importance on which there ought to be settled practice, to the Ministry of Health. The matter, of course, concerns all local authorities desiring to acquire land outside their districts, whether by special local Acts or the ordinary processes incorporating the machinery of the Lands Clauses Consolidation Act, 1845, that for cemeteries appearing in the Public Health (Interments) Act, 1879. The report does not indicate why the Wimbledon Corporation required a special Act instead of making use of this process, but the general principle would be applicable to both methods of acquisition. When a local authority desires to acquire land by compulsion under the Act of 1845, they must give the usual notice to treat under s. 18 to the owners of the land or those entitled to sell it, but are not required to notify the local authority. Similarly, the local authority in whose district the land purchased is situate has no remedy for injurious affection, except so far as any held by themselves is injuriously affected in such a manner as would give rise to a cause of action. One obvious difficulty in the way of requiring notice in such circumstances is that, directly there is general knowledge that a public authority requires a particular plot of land, the price is raised against it, so naturally they prefer to negotiate with as much secrecy as possible. Acquisition of land by, for example, the War Office or the Air Force for certain purposes might, one would suppose, prejudice a neighbourhood more than a cemetery, though perhaps not more than a smallpox hospital or burning rubbish dump. Speaking generally, there is, of course, no compensation for loss of amenity to private landowners; see *Re Penny* v. *S. E. R.* (1857), 7 E. & B. 660, and presumably this would apply *a fortiori* to the general interests of the local district council.

Documentary Evidence in Motor Car Cases.

In motor car prosecutions it is frequently necessary for the prosecution, in order to establish their case against the defendant, to refer to the licence and other documents of the defendant for the purpose of proving their case, and in this article we propose considering :—

(1) How far it is necessary to give notice to produce before giving evidence of the contents of such documents.

(2) In what circumstances it is unnecessary for the prosecution to prove the contents of such documents.

(3) When such documents may be useful for the purpose of identifying the defendant with previous convictions.

It is a fundamental rule, subject to minor exceptions, that before the prosecution can give secondary evidence of a document in the defendant's possession notice to produce must be given, and although it is difficult to lay down any definite principle on which the courts have acted, this rule has not been followed in the following motor prosecutions, so that in *Marshall* v. *Ford*, 72 J.P. 480, where the defendant was charged with driving a motor car at a pace exceeding the speed limit, it was held by the Divisional Court that the constable who stopped the car was entitled to give evidence of the names and address of the defendant, which he obtained from the licence, although no notice to produce had been given. Alverstone, L.C.J., stated : " It is said that because, though no notice to produce had been given, the magistrates allowed the fact that the constable had ascertained the name of X to be proved in the way I have described, they have no right to go any further with the case. It would be an abuse of the technicalities of procedure to give effect to such an objection. I have grave doubts whether notice to produce the licence was necessary. It was not necessary if the appellant had it in his pocket. When in the course of his duty a constable acting under the Act gets the name of a person who afterwards appears in court, that is evidence on which the magistrates may act." In *Martin* v. *White* [1910] 1 K.B. 665, which was a case with a little more difficulty, as the defendant, who on the express instructions of his counsel was not present in court, was charged with a similar offence of exceeding the speed limit, and in order to prove a previous conviction for the purpose of getting the defendant's licence endorsed, a constable was called to give evidence of the contents of his licence for the purpose of identifying him as being the person previously convicted, the Divisional Court held that the magistrates were right in accepting such evidence, notwithstanding the fact that no notice to produce the licence had been given. Bray, J., stated : " The first objection taken to that evidence was that no notice to produce the licence had been served upon the appellant, and that therefore no secondary evidence of its contents could be given. That point came before this court in *Marshall* v. *Ford*, *supra*. I cannot say that I am free from doubt as to the decision in that case and as to the grounds upon which the decision was based. But, whether I differ from it or not, it was a decision upon the very point, and I am quite content to be bound by it. I think that the decision may be supported by the consideration that the licence is more than a mere document ; it is an article, and there is no rule of evidence that notice to produce is necessary when the question is the identity of an article. Therefore it may be that notice to produce is not necessary when the document is something more than a document and is an article. Accordingly I take the evidence as admissible."

It will be noticed that the two cases just quoted were both cases of driving licences which are uniform throughout the country, and in *Williams* v. *Russell*, 49 T.L.R. 315, where the defendant was charged with unlawfully using a motor vehicle without taking out a proper policy of insurance in accordance with the provisions of the Road Traffic Act, 1930, the courts went a step further and held that the case was covered by *Marshall* v. *Ford* and *Martin* v. *White*, *supra*, and that the prosecution could give evidence of the contents of the insurance certificate produced to the constable at the time the car was stopped, notwithstanding the fact that no notice to produce the policy of insurance had been given.

As regards our second heading, dealing with the burden of proof, although this generally falls on the prosecution, according to the decision in *Rex* v. *Turner*, 5 M. & S. 206, the burden of proof may shift to the defendant in the following circumstances : Where the prosecution allege a negative averment and the defendant on the other hand asserts an affirmative and the facts of which are within the defendant's own special knowledge, and in consequence may be difficult for the prosecution to prove, so that in *Williams* v. *Russell*, *supra*, where there was a difficulty in proving the contents of the insurance certificate on the grounds that no notice to produce had been given, Talbot, J., was of the opinion that the burden of proving the insurance certificate was on the defendants as they were alleging a negative averment. He states : " Speaking for himself, he doubted very much whether it was necessary for the prosecution to give the evidence which they were not allowed to give. Following *Rex* v. *Turner*, *supra*, and numerous other cases, he thought that on this negative averment the onus was on the accused person to prove possession of the required document."

Referring to our last heading dealing with the question of identity, when the defendant does not put in an appearance in court, it may be necessary to prove that he was the person actually driving the car, and sometimes this can be done by documentary evidence, so that in *Martin* v. *White*, *supra*, where the defendant purposely kept outside the precincts of the court, so that he could not be identified as the person driving the car, and the constable attempted to identify him by the number, name and description on his licence, it was held that this could be done, notwithstanding the fact that his counsel submitted that the mere production of the licence did not necessarily imply that he was the owner of it. Alverstone, L.C.J., stated : " In my opinion, when a constable upon demand made by him is handed a licence by the driver of the car, that amounts to a statement by the driver that the licence is his and that the name and address mentioned in the licence are his name and address, and it is *prima facie* evidence at any rate that a person of that name and address was driving the car on that occasion."

In the case of previous convictions, although it is usual to have someone from the court who was present at the time to prove the previous conviction, the defendant can in certain circumstances be identified by documentary evidence, so that in *Martin* v. *White*, *supra*, it was held that the defendant could be identified by the names and address on the licence with his own address, it having been first proved that a person of that address had held a licence with a similar number at all material dates. Alverstone, L.C.J., dealing with the question of proving previous convictions in accordance with s. 18 of the Prevention of Crimes Act, 1871, states : " In my opinion proof does not mean conclusive proof. It means evidence upon which a jury may find that the identity is proved."

DEPARTMENTAL COMMITTEE ON HOUSING.

The Departmental Committee on Housing met last Monday under the chairmanship of Lord Moyne, and took evidence from Mr. R. W. Jennings, Mr. F. Williams and Mr. Norman McKellen, representing the National Federation of House Builders, and from Mr. E. J. Churchman and others, representing the National Federation of Property Owners and Ratepayers.

The Landlord and Tenant Act, 1927.

"THE LOSS HE WOULD SUFFER."

Section 5 (3) (*a*).

The Landlord and Tenant Act, 1927, came into operation on the 25th March (quarter day) of 1928. We have now passed the fifth anniversary of its operative existence. Many problems created by this Act have been solved. Many as yet remain unsolved. One of the minor problems is the subject of the present article.

No one has yet discussed why in s. 5 (1) Parliament used the phrase "*the loss of goodwill*" the tenant will suffer if he removes to and carries on his trade or business in the premises, and yet in sub-s. (3) (*a*) of the same section used a different phrase, namely, "*the loss* he would suffer" in the event contemplated.

Section 5 (1) lays down what the tenant has to allege to bring him within the portals of s. 5, which is the section empowering the tribunal in certain cases to order the grant to him of a new tenancy.

But, unless the tenant proves all that he has to prove under s. 5 (3) (*a*), the tribunal by s. 5 (3) is precluded from making such an order.

What precisely is meant by "*the loss*" in s. 5 (3) (*a*) is very difficult to ascertain.

The point of the present brief article is to deal with the suggestion often made that *the cost of such removal* can be included in the computation of such "loss."

The present writer has long been on the look-out for any authority upon this point, and at last he has found authority in the judgment of His Honour Judge Hill-Kelly in a case tried before him in May, 1929, a case of great importance from a whole variety of points of view, and yet, curiously enough, not reported at the time. Through the courtesy of Messrs. Barnes & Butler, solicitors for one of the defendants in the action, access has been had to the transcript of the arguments of counsel and the judgment of the learned judge therein.

That case—*Victoria Wine Co., Ltd.* v. *Dower & Davy*—dealt with (*a*) the true meaning of s. 4, proviso (1) (*c*), dealing with licensed premises; (*b*) the legal result following upon the initial service of two notices upon the landlord, the one claiming a new lease and the other compensation, where thereafter the tenant claimed only a new lease; and (*c*) the wide interpretation which must be given to the words "in all the circumstances reasonable" occurring in s. 5 (2).

It has now been reported as to (*a*) in an article in the *Law Journal* of 11th and 18th March, 1933, which may now be supplemented by a reference to the decision of the Divisional Court in the case of *Simpson* v. *Charrington & Co., Ltd.*, given on the 20th March, 1933, and reported in *The Times* newspaper of the following day; as to (*b*) in an article in the *Land Agents' Record* of 21st January, 1933, and 11th March, 1933; and as to (*c*) in an article shortly due for publication in the same paper.

The case in question, however, went further than (*a*), (*b*) and (*c*) above. For it dealt also with the meaning of "*the loss he would suffer*"—the words occurring in s. 5 (3) (*a*).

The referee in the case—in his finding No. 5—had found as a fact "that the sum which could be awarded to the plaintiffs under s. 4 of the Act would not compensate them for the loss which they would suffer if they removed to and carried on their business in other premises" (Transcript of the judgment, pp. 2-3).

The learned judge—after dealing with the major points of the case, reference to which has already been made—turned to the question now before us, and what he said (transcript, p. 9) is well worthy of record for the benefit of those concerned with the Act, and not the less so because his view is so obviously right.

"I do not," he said, "assent to the referee's finding No. 5 that the sum that should be awarded to the plaintiffs under s. 4 of the Act"—(the referee having wrongly found compensation to be awardable)—"would not compensate them for the loss they would suffer if they removed to and carried on their business at other premises." After dealing with certain other of the divers matters relied on by the referee for the purposes of his finding No. 5, and after eliminating them owing to his (the learned judge's) view of the true interpretation of s. 4 (1), proviso (*c*), of the statute, the learned judge then added (transcript, p. 10) as follows:—

"*Nor do I think that the cost of removal can be taken into account. If it were otherwise, any case which came within s. 4 would come within s. 5, because it is impossible to imagine a case in which goodwill has been earned by carrying on a business on the premises and there is nothing on the premises for the tenant to remove at the end of the tenancy.*"

"I think," added the learned judge, in conclusion, "s. 5 is intended only to deal with cases which present some features not common to all cases which come within s. 4."

Continuing Warranties.

The law relating to "continuing" warranties is more often in issue than might be supposed if we judge by the paucity of references thereto in the text-books. It probably arises most frequently in contract cases where a producer or wholesaler undertakes to make periodical deliveries of some commodity, such as milk. Indeed, the reported decisions on continuing warranties for the most part refer to milk, doubtless because there are so many more prosecutions in respect of milk than in respect of anything else; and as the milk vendor generally contracts for his supplies, he naturally falls back upon the producer in respect of some general warranty given to cover a contract extending over a long period.

The first case of this kind to which reference may conveniently be made for present purposes is that of *Harris* v. *May* (1883), 12 Q.B.D. 97. This arose under the Sale of Food and Drugs Act, 1875, and had to do with a milk contract. Section 25 of the statute reads thus:—

> "If the defendant in any prosecution under this Act prove to the satisfaction of the Court that he had purchased the article in question as the same in nature, substance and quality as that demanded of him by the prosecutor, and with a written warranty to that effect, that he had no reason to believe at the time when he sold it that the article was otherwise, and that he sold it in the same state as when he purchased it, he shall be discharged from the prosecution, but shall be liable to pay the costs incurred by the prosecutor, unless he shall have given due notice to him that he will rely on the above defence."

The conditions under which this defence may be raised in regard to food and drugs were further provided in the statute of 1899 (which was referred to in *Harris* v. *May*), but the whole of these provisions have now been consolidated and may be found in the Food and Drugs (Adulteration) Act, 1928, s. 29.

The facts in *Harris* v. *May* were that the appellant (a milk retailer) purchased milk under a written contract whereby the wholesaler had agreed to sell him new milk for a period of six months in daily deliveries. A few weeks after this contract had been entered into, a sample was taken, and was found to be deficient; thereupon a prosecution and conviction followed. On appeal, it was held by Lord Coleridge, C.J., and Mathew, J., that this written contract did not constitute a warranty within the meaning of the Act so far as this particular consignment was concerned; and Lord Coleridge, in the course of his judgment, said that a person wishing to make himself perfectly safe in respect of the sale of a specific article must show that he had a proper specific warranty in writing in respect of that article from his vendor.

The same point cropped up again in *Farmers' and Cleveland Dairy Co., Ltd.* v. *Stevenson* (1890), 55 J.P. 407. Here the appellants were convicted of having sold milk below quality to the respondent. They proved, however, a contract containing a clause warranting " each and every supply of milk to be pure, genuine and new milk, unadulterated, with all its cream on " : they also proved that on each churn was a label bearing the words " warranted genuine milk with all its cream on." The court held that the contract, together with the label identifying the supply, constituted a written warranty within the section ; the conviction was accordingly quashed. A similar result happened in *Irving* v. *Callow Park Dairy Co. Ltd.* (1902), 66 J.P. 804, where it was also held that a contract to give a written warranty need not be in writing.

In *Laidlaw* v. *Wilson* [1894] 1 Q.B. 74, the material in question was lard and the contract was in the following terms : " We have this day sold to you three tons Kilvert's pure lard for delivery to end of January 1893." The contract was dated 17th December, 1892, and delivery was to take place as and when required by the purchasers within the limits of date from the signing of the contract to the date specified. A portion of the material was delivered the following week, and an invoice was delivered at the same time describing the consignment as " two barrels Kilvert's Pure Lard." The High Court decided that there was a sufficient written warranty here to satisfy the Act, and relied upon the invoice as sufficient to connect this particular parcel as being a portion of what was sold under the contract. The court here went beyond the decision in *Farmers' Dairy Co.* v. *Stevenson, supra*, and laid down the principle that so long as there was a warranty in law it was not necessary to use the actual word "warrant."

A warranty to be effective must be given at the time of the making of the contract. If it is given later it must be given in pursuance of a stipulation in the contract itself that such a warranty should be given. In *Irons* v. *Van Tromp* (1895), 11 T.L.R. 320, a grocer sold " ground ginger " found to have been adulterated with " spent " ginger, which he had purchased in canisters (in good faith believing to be genuine). The vendor had supplied an invoice in which it was described as " ground ginger " and each canister bore a printed label with the words " warranted genuine pure ground ginger." The court held that neither invoice nor label together or separately constituted a warranty within s. 25 of the statute of 1875 (now s. 29 of the Act of 1928) which would avail as a defence to a prosecution. There must be an express individual representation in writing (not necessarily referring to the Act of Parliament but to an essential term in the agreement) from the vendor to the retailer forming part of the contract of sale. This case was considered in *Dewey* v. *Faulkner* [1923] 1 K.B. 315, where supplies of milk were delivered under a contract which did not contain any reference to a warranty but was for supplies of " new milk." With each churn of milk delivered a label was sent (attached) bearing the words " guaranteed pure unskimmed milk with all its cream." On appeal from a conviction for selling adulterated milk it was held (1) that the label did not form part of the contract between the parties, as there was nothing to connect it with the memorandum of agreement, and consequently the two documents could not be read together as constituting a written warranty ; and (2) that an agreement to supply " new " milk did not constitute a written warranty to supply genuine milk.

From the foregoing it will be seen that the greatest care must be exercised in framing a contract for goods to be supplied in a continuous series of deliveries, in order that the document identifying each delivery may connect the goods strictly with the contract.

Mr. George Flood France, J.P., F.S.A., barrister-at-law, of Sevenoaks, and of the Inner Temple, left property of the gross value of £173,469, with net personalty £160,028.

Actions for Damages by Injured Workmen.

THE common law remedy is only available, when—as provided by the Workmen's Compensation Act, 1925, s. 29 (1)—the injury was caused by the personal negligence or wilful act of the employer, or of some person for whose act or default the employer is responsible. The question whether this proviso included the failure to perform an absolute statutory duty was recently considered in *Wheeler* v. *New Merton Board Mills, Limited* (reported in *The Times*, 28th February, 1933, and referred to briefly at 77 SOL. J., 155). The plaintiff had there sustained the loss of his left hand, in an accident with a cardboard cutting machine, and the jury found that, *inter alia*, the machine was dangerous, and the defendants' foreman was negligent. Damages were assessed at £1,586, but the defence relied upon (*a*) *volenti non fit injuria* ; (*b*) common employment ; (*c*) the Workmen's Compensation Act, 1925, s. 29. Mr. Justice Talbot held that these defences failed, and (on the evidence) he ruled that there had been an intentional doing of an act, which was a breach of the Factory Acts, and also the act of the defendant company. It was further pointed out that the judgments, in the next-mentioned case, did not imply that employers were protected (by s. 29, *supra*) from any action whatever by an employee for breach of statutory duty. Judgment was therefore given for the plaintiff, with costs, subject to a stay with regard to £1,300 of the damages.

The above case was distinguished, on the facts, from *Rudd* v. *Elder, Dempster and Co. Ltd.* (1933), 49 T.L.R. 202. A dock labourer had been injured in the defendants' vessel, owing to the breaking of a rope on a derrick. The system of loading had been used for over twenty years, without accident, but it was alleged by the plaintiff that the system was unsafe, and was a breach of the Docks Regulations. In answer to questions left by Mr. Justice Humphreys, the jury found that the rope was unsuitable, and was overloaded. As the plaintiff had become insane, judgment was given in his favour for £3,000, but this was reversed by the Court of Appeal. Lord Justice Scrutton observed that there was no evidence of danger in the system, whereby the details of working were left to experienced men. It was therefore held that there had been no personal negligence or wilful act for which the defendants were responsible, and therefore the action was barred by the above subsection. Lords Justices Lawrence and Greer concurred in allowing the appeal, subject to any application under the above Act, s. 29 (2) for an award of compensation.

This decision was in accordance with the view expressed by Lord Justice Scrutton in his dissenting judgment in *Bennett* v. *L. and W. Whitehead Limited* [1926] 2 K.B., at p. 396. The plaintiff there brought an action at Whitechapel County Court, in which he claimed £300 under the Employers' Liability Act, or alternatively, £100 at common law. This action was discontinued, and another action was begun in the High Court, but was remitted to Shoreditch County Court, where judgment was given for the defendants. An application was next made in the Lambeth County Court for an award of compensation, but the judge held that, having elected another remedy, the applicant had not followed the prescribed procedure for an award. It was held in the Court of Appeal, however, by Lord Justice Bankes and the present Lord Atkin (Lord Justice Scrutton dissenting) that the employer was only protected against double payments (not against double proceedings), so that the remedy by arbitration was still available to the workman.

A mystery appears to surround the history of *Groves* v *Lord Wimborne* [1898] 2 Q.B. 402, in which Mr. Justice Grantham held that an action would not lie for breach of the statutory duty to fence dangerous machinery. This decision was reversed by the Court of Appeal (Lords Justices A. L.

Smith, Rigby and Vaughan Williams), who gave judgment for the plaintiff for £150—the damages assessed by the jury. The date of this judgment was the 28th June, 1898, but it was not until the 1st July, 1898, that the Workmen's Compensation Act, 1897, s. 1 (2) (*b*), came into force, with similar provisions to the Act of 1925, s. 29 (1) *supra*. The existence of a good defence (owing to the absence of personal negligence or wilful act) has, nevertheless, been overlooked in many subsequent actions, i.e., where employers have been held liable for damages at common law. Two of these cases reached the House of Lords (as stated in the *Rudd Case, supra*, at p. 206) —a possible explanation being that no one realised that the decision preceded the Act (of 1897) by two days!

Company Law and Practice.

CLXXXI.

TRANSFER OF SHARES.—III.

We have seen that s. 63, Companies Act, 1929, prohibits the registration of a transfer of shares unless a proper instrument of transfer has been delivered to the company. It may happen that a forged transfer is presented for registration, and is acted upon by the company; the question will then arise as to the respective rights and liabilities of the company, the true owner and a subsequent transferee of the shares who acquired them *bona fide*. The general liability of the company to the true owner was described by Cotton, L.J., in *Simm* v. *Anglo-American Telegraph Co.*, 5 Q.B.D. 188, in these words: "The duty of the company is not to accept a forged transfer, and no duty to make inquiries exists towards the person bringing the transfer. It is merely an obligation upon the company to take care that they do not get into difficulties in consequence of their accepting a forged transfer, and it may be said to be an obligation towards the shareholder not to take the shares out of his name unless he has executed a transfer; but it is only a duty in this sense, that unless the company act upon a genuine transfer they may be liable to the real shareholder." But this does not mean that a company's liability in such circumstances always stops short at compensating the true owner by restoring his name to the register; for if an inaccurate certificate has been issued the company may be estopped from denying its accuracy as against a person who relies on it, including the person to whom it is issued, so that the latter, if he suffered detriment by being "put to rest" by the certificate, would be entitled to damages against the company. The position is illustrated by the case of *In re Bahia & San Francisco Co.*, L.R., 3 Q.B. 584. There T, the registered holder of five shares, left the share certificates in the hands of his broker. A transfer of the shares to S, purporting to be executed by T, was left with the company's secretary for registration, together with the certificates. The secretary, in the usual course, wrote to T notifying him of the transfer being so left, and receiving no answer after ten days, registered the transfer, placed S's name on the register and issued the certificates to him. The shares were then transferred by S to A, for value, and A was registered as owner and certificates issued to him. When the forgery was discovered, the company was ordered to restore T's name to the register; and it was held that the giving of the certificate to S amounted to a statement by the company intended by the company to be acted upon by purchasers of the shares, and as A had acted thereon the company was estopped from denying the truth of the certificate, so that A could recover damages, viz., the value of the shares at the time the company first refused to recognise him as shareholder, together with interest at 4 per cent.

But, in cases of this nature, the company may, apart altogether from the possibility of criminal or even civil proceedings against the forger, itself have a remedy. This was shown in the case of *Sheffield Corporation* v. *Barclays Bank* [1905] A.C. 392. The bank, in good faith, sent to the corporation a transfer of corporation stock, purporting to be executed by H, the registered holder, with a request to the corporation to register the stock in the bank's name. This was done, and a certificate issued to the bank, who transferred the stock to a third party, who was registered as holder. Afterwards it was discovered that H's name had been forged, and H recovered judgment against the corporation, who were ordered to buy equivalent stock and register it in H's name. In an action by the corporation against the bank, the latter were held bound to indemnify the corporation against this liability, there being an implied warranty by the bank that the original transfer was genuine.

In the ordinary case of a transfer of shares the convenience of a share certificate is obvious; it enables the shareholder to show a good *primâ facie* title and is handed over by him to the purchaser to be delivered to the company by the latter, together with the instrument of transfer; and the company will act on these documents and register the transfer. A difficulty may arise where the seller's certificate includes more shares than he is selling or where he is selling the shares comprised in one certificate to more than one purchaser; in such cases the certificate is not delivered with the transfer to the buyer or buyers, but the seller produces his certificate and the transfer to the secretary of the company and the secretary "certificates" the transfer, i.e., he stamps in the margin and signs a form of certification. The effect of certification as between the company and the transferee is well explained by Lindley, L.J., delivering the judgment of the Court of Appeal in *Bishop* v. *Balkis Consolidated Co.*, 25 Q.B.D. 512. He points out that the certification amounts to a representation "that the transferor has produced to the person certifying, such documents as on the face of them show a *primâ facie* title in the transferor to transfer the shares mentioned in the transfer; or, in other words, that the transferor has produced either what purports to be a certificate of the title of the transferor to the shares . . . or the equivalent of such a document. . . . The certification is made by the secretary or some other officer who has no time to do more than look at the documents produced to him. If they are in order he certifies; if they are not, he refuses to certify. But he has no means of ascertaining whether the documents produced to him are genuine or not . . . He does not warrant the title of the transferor nor the validity in point of law of the various documents which together establish his title." This view of the effect of certification is borne out in practice by the fact that certifications are sometimes made by an official of the Stock Exchange and not by any officer of the company.

I have been dealing in this series of articles with transfer *stricto sensu*, and it may be well to point out that, on the death or bankruptcy of the shareholder, transmission may take place without any transfer. The position is usually regulated by the articles, and cl. 21 of Table A provides that any person who becomes entitled to a share in consequence of the death or bankruptcy of a member may after producing satisfactory evidence, either be registered himself as a member or transfer the shares. On the death of a shareholder, therefore, his estate remains liable and entitled until his executors either personally accept the shares, in which case they become personally liable, or else dispose of them, for which purpose they have a statutory power under s. 64 of the Act to transfer without incurring liability by becoming a member of the company. A trustee in bankruptcy has power to sell and transfer, by s. 48 (3), Bankruptcy Act, 1914, but such a transfer will, of course, be subject to any restrictions contained in the articles; alternatively, he may disclaim the shares if onerous and the company will then be able to prove for any damage it has thereby suffered. With regard to registration, his position is the same as that of a personal representative—if the articles entitle him to be registered, then no instrument of transfer is necessary (s. 63).

(To be continued.)

A Conveyancer's Diary.

The Adamson Case.

I HAVE not before had an opportunity of commenting upon the full report of this case in the House of Lords, and now, after reading what is doubtless a verbatim report of the judgments in their Lordships' House in (1933) 49 L.T.R. 169, I think that I must refer to it again because there are still important questions which in spite of the protracted litigation and the decision of the ultimate Court of Appeal remain unanswered.

In once again stating the facts I cannot do better than quote from the headnote to the T.L.R. report, although in one (probably immaterial) respect there is an inaccuracy :—

" By a deed dated in March, 1924, appointing trustees of a large sum of money, the settlor, who died in March, 1926, provided that during his life the income of the whole was to be paid or applied by the trustees for the benefit of all or any of his children in such manner as he should direct, and so far as any direction should not extend the income was to be held as an accretion to the capital of the settled funds. After his death the capital and income of the funds not already distributed were to be held in trust for his children living at his death in such manner as he should by deed or will appoint and in default of appointment in trust as to two-fifths for his son and as to the remaining three-fifths for equal division among his three daughters as tenants in common.

" The settlor made no direction by deed or will and on his death the Crown claimed that the property the subject of the trust ' passed ' within the meaning of s. 1 of the Finance Act, 1894, or that the children's interests which arose on his death were interests provided by the settlor within s. 2 (1) (*d*), and that in either case estate duty was payable on the whole of the funds and accretions."

That, I think, fairly states the facts so far as material, but it is not quite accurate, because the settlor did make directions during his lifetime which resulted in the payment to his son of a sum out of capital, and to one of his daughters of sums out of income. The settlor did not, however, make any appointment as to the residue of capital or accretions of income to take effect after his death, and it is really only with regard to such residue of capital and accretions of income that any question arose.

It will be seen that the case for the Crown rested firstly on s. 1 of the Finance Act, 1924, that is, upon the ground that the capital of the settled fund and accretions of income thereto " passed " on the death of the settlor.

With regard to that it was contended that nothing passed on the settlor's death. The whole of the funds had been vested in trustees at the date of the settlement and the settlor himself had no interest in the funds which could pass on his death. He might or might not exercise his power of appointment in favour of one or more to the exclusion of any other or others of his children. In the meantime and subject to any such appointment the funds were vested in the children in the proportions mentioned in the settlement.

The argument to the contrary may be expressed in the language of Lord Buckmaster :—

" In these circumstances did the property pass on the settlor's death ? It is argued on behalf of the trustees that as the property had already passed when the trust was created all that remained was the power to define certain interests, or, in the absence of direction, then by death, but that does not appear to me to conclude the whole matter. Suppose the testator has assigned all the property by will to one child. According to the ordinary meaning of the word that would, I think, involve that all the interests under the settlement passed to that child at the settlor's death. Before that event there was no interest under the settlement which that or any child could enjoy, except the prospect of what might happen when the settlor died."

Then his lordship added : " It is true that all the children together might have made a title supported by policies of insurance, but no one child could possibly do so." With great respect, I do not see quite what his lordship meant by that ! The fact that no one would be likely to lend money upon or purchase the interest of any child, or of all the children, unless collateral security in the form of policies of insurance were forthcoming, cannot surely have any bearing on the matter. How effecting policies of assurance would help the children, or any of them, to " make a title " I fail to see.

Lord Buckmaster was supported by Lord Blanesburgh.

Lord Warrington of Clyffe differed, and considered that the case came within s. 2 (1) (*d*) of the F.A., and not under s. 1. I will refer to his lordship's judgment again presently.

Lord Wright agreed with Lord Warrington of Clyffe.

Lord Russell of Killowen differed from all their lordships both in the House of Lords and in the courts below.

His lordship put the matter very plainly :—

" In my view the beneficial interest in the whole fund passed on the execution of the settlement from the settlor as to two-fifths to his son John and as to three-fifths to his three other children then alive, subject in the case of each beneficiary to the possibility of his or her interest being taken away or otherwise affected by the exercise of the special powers reserved to the settlor or by the occurrence of certain events in his lifetime. His death merely abolished this possibility and made the beneficial interests indefeasible. Or the matter may be put another way thus : the particular interest in the fund which was vested in each child immediately after the settlor's death was the same as it was immediately before the death, except that by his death it became indefeasible."

I venture, with great respect, to say that that seems exactly to express the position.

Now to return to the judgment of Lord Warrington of Clyffe. His lordship laid down what order ought to be made (and was in fact made). After declaring, in effect, that the settled funds did not pass under s. 1 of the F.A., 1894, the order proceeds as follows :—

" . . . but declare that upon the true construction of s. 2 (1) (*d*) of the above-mentioned Act the beneficial interest of each child of the settlor in the said settled funds and accumulations to the extent to which the principal value of such beneficial interest upon the death of the settlor exceeded the actual value, if any, of the expectant beneficial interest of each child prior to such death, was an interest accruing or arising on his death and is therefore to be deemed to be property passing on the death of the settlor and that estate duty on the principal value of such excess is leviable and payable accordingly.

" Remit the information to the King's Bench Division with liberty to apply."

With the greatest respect I do not know what the King's Bench Division are to do about it.

How are they to value the difference between the beneficial interest immediately before and immediately after the death of the settlor ?

In the first place are they to value the expectant interest of each child in relation to the known facts or not ? If so the interest of any child immediately before the death of the settlor and the same interest immediately afterwards is obviously negligible. The value of an expectant interest on the basis that the person upon whose death the expectancy will become vested is to die tomorrow is simply the value of the expectant's share in the funds in possession. The House of Lords can hardly have meant that result, and I suppose that the value must be ascertained in relation to the expectancy of life of the settlor on the day of his death.

In the second place, assuming that the valuation is not to be made having regard to the actual facts, but only to the facts which might reasonably be anticipated, is it to be

made upon the assumption that the settlor made an appointment to take effect on his death ? Or on the assumption that he made no appointment ?

I do not know what the answer to these questions may be, and I do not envy the King's Bench Division their task. Whatever they do, no doubt the Court of Appeal and eventually the House of Lords will in some way solve the problem which I confess is quite beyond me.

If the valuation is to be made on the footing of the known facts then (1) the death of the settlor upon whose decease the expectancy vests is known to be about to take place at once, and (2) it is known that the settlor has not made and will not make any appointment so that the property goes as in default of appointment.

If on the other hand the valuation is made on the basis that it is not known that the settlor is about to die or when he will die, then the value of the expectancy of any child is highly speculative and practically impossible of valuation, because it cannot be foretold whether or not the settlor's power of appointment may be exercised so as entirely to exclude that child. To my mind the matter has been left in a state of complete confusion.

Landlord and Tenant Notebook.

Action for Specific Performance in County Court.

The jurisdiction of the county courts in actions for specific performance is conferred upon them by the County Courts Act, 1888, s. 67, which classifies the various actions and matters in which they are to have and exercise all the powers and authority of the High Court and sets them out in groups. The fourth group includes "for specific performance of any agreement for the lease of any property where, in the case of a lease, the value of the property shall not exceed the sum of £500"; but jurisdiction in the case of an agreement to assign, being an agreement for sale, is governed by the amount of the purchase money, the limit being the same.

The importance of the former limitation becomes apparent when one is faced with the problem of enforcing a claim based on an unexecuted agreement for a lease, the property being worth more than £500. It is then that the qualifications of the doctrine of *Walsh* v. *Lonsdale* come into play. For while the amount of the claim may be less than £100, it cannot be brought in the county court. The problem was worked out in *Foster* v. *Reeves* [1892] 2 Q.B. 255, C.A.

In that case the landlord sued for £17 10s., a quarter's rent, due under an agreement for a three years' tenancy commencing after the date of the agreement. The property was worth more than £500, and a claim for specific performance was abandoned. The plaintiff persuaded the county court judge that the judgment in *Walsh* v. *Lonsdale*, "a tenant holding under an agreement for a lease of which specific performance would be decreed stands in the same position as to liability as if the lease had been executed," gave him the necessary jurisdiction. The Divisional Court set the county court judgment aside, and the landlord now appealed to the Court of Appeal.

Here, while Lord Esher, M.R., considered the point "puzzling," he and his colleagues were unanimous in the view that the above passage did not contemplate the county court. The reasoning is that the debt claimed was an equitable debt; that the County Courts Act forbade the county court judge to entertain the equitable doctrine of *Walsh* v. *Lonsdale*; so there was no way in which he could exercise jurisdiction in the action.

This authority provides practitioners with at least one suitable answer to clients whose knowledge of the law leads them to insist that an executed lease is no better than an unexecuted agreement.

The jurisdiction of county courts is restricted by reference to both amounts claimed and to the nature of the action of matter; but while the quantitative limitation does not apply to counter-claims, the qualitative restriction binds counter-claimants as well as plaintiffs. At all events, that was the view taken by the county court judge who tried *Holland and Andrews* v. *Dowle*, a case reported in "The Law Times," vol. 102, p. 347. The claim was for rent, and was actually decided in the defendant's favour on the ground that the landlords (a firm of estate agents) had impliedly accepted a surrender, but the defendant's first answer, which involved a counter-claim for specific performance and rectification, raised the question of jurisdiction. The document relied upon by the plaintiffs provided for a three years' tenancy (to commence at a future date) at a monthly rent, and at its expiration and unless previously determined it was to continue from year to year unless either party determined it by giving a month's notice in writing. The defendant had given a month's notice soon after the tenancy commenced, and alleged that that was provided for by what had actually been agreed. The learned judge, after examining *Walsh* v. *Lonsdale*, came to the conclusion that if the property were worth more than £500 he had no jurisdiction to rectify or order specific performance of the agreement.

The meaning of the phrases "the purchase money" and "the value of the property" have been laid down in two authorities. In *R.* v. *Judge Whitehorne* [1904] 1 K.B. 827, an action had been brought on what the report describes as "the equity side" of a county court, the claim being specifically to enforce an agreement for the sale of leasehold property at a price of £75. The value of the property was about £1,500, but a charge of £1,100 had been created upon it, so that what was being sold, under the law as it stood before the L.P.A., 1925, was an equity of redemption. The county court judge had declined to adjudicate on the ground that the value of the property exceeded £500, and referred to the Stamp Acts, which take cognizance of charges. The plaintiff now asked for a mandamus, and the Divisional Court held that the point as to the Stamp Act was not a sound one, revenue enactments being usually framed with a view to getting as much out of the subject as can possibly be got; and as the County Courts Act, 1888, s. 67, was a very wide one (chattels are included in its purview) "property" must be taken to include an equity of redemption.

The other case, *Angel* v. *Jay* [1911] 1 K.B. 666, decided that what matters in the case of an agreement for a lease is the value of the freehold. The claim was brought on an agreement for a lease of a Chelsea house, the term being three years and the rental £45; the defendant landlord was himself a tenant and his interest was worth less than £500. The freehold was worth more than that sum, and it was held that the county court had no jurisdiction to entertain the claim.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF DOG OWNERS.

In the recent case of *Robinson* v. *Gabb: Owen* (*Claimant*), at Cheltenham County Court, the defendant (having obtained judgment against the plaintiff) had levied execution for his costs upon a Great Dane dog in the custody of the claimant. The latter (having deposited £16 15s. 7d. in court) contended that she had bought the animal from the plaintiff in May, 1932, on a verbal contract. The terms were that the claimant should pay £5 and a stud fee (the plaintiff to have a puppy), but that the money should not be payable until the dog became used to the new home. The claimant's case was that (*a*) the low price was due to the poor condition of the dog, which had settled down by the 1st September; (*b*) on that date the claimant therefore paid by cheque, and the dog was transferred

into her name at the Kennel Club; (*c*) any admissions made by the plaintiff (on an oral examination before the Registrar as to means) were inadmissible. Corroborative evidence was given by the plaintiff, who stated that, although there had been an offer of fifteen guineas, this was for a bitch named Valentine, whereas the animal in the action was a dog named Valentino. The case for the execution creditor was that there was no *bona fide* sale in May, as a dog in poor condition then would not have been sold for the same price in September, after winning three prizes on recovery. His Honour Judge Kennedy, K.C., observed that (1) the claimant was not only in actual possession of the dog, but (for show purposes) was the owner; (2) the transfer had been proposed in a conversation (between the plaintiff and the claimant) in March, 1932—prior to the original judgment in the action. Judgment was therefore given for the claimant, with costs. Compare "Receipt as Bill of Sale" in the "County Court Letter" in our issue of the 25th March, 1933 (77 Sol. J. 211).

SHAREHOLDERS' RIGHT OF RESCISSION.

In the recent case of *Grimes* v. *Woodshops, Ltd., and Carseys*, at Bristol County Court, the claim was for the rescission of a contract and the return of £25 paid on account of preference shares. The plaintiff's case was that (1) the second defendants (estate agents) had advertised an investment of £100 and a guaranteed salary of £4 plus a third share of profit; (2) a representative of the second defendants subsequently took the plaintiff over the premises of the first defendants, whose business (although not that advertised) was said to be making good profits; (3) the capital was alleged to have been increased, therefore, from £500 to £2,500; (4) the plaintiff, having signed what he understood was a preliminary agreement, had paid a deposit of £25. It transpired that Maurice Miel (trading as Carseys) was the brother of George Miel (the managing director of Woodshops, Ltd.), and the defence was that the business (having been founded by their father) was being extended and was doing exceptionally well. His Honour Judge Parsons, K.C., accepted the plaintiff's evidence that a balance sheet (produced in court) had not been shown to him. It was held that a company with a capital of £500 (of which £150 was paid up) and with a not inconsiderable staff, but whose turnover was only about £25 a week, could not be said to be doing exceptionally well. Judgment was therefore given for the rescission of the contract, and for repayment of the £25 to the plaintiff, with costs.

THE RIGHTS AND LIABILITIES OF PATENTEES.

In the recent case of *Cornish and Lloyds, Ltd.* v. *Catchpole*, at Bury St. Edmunds County Court, the claim was for £68 5s. 2d. in respect of work done and materials supplied for experimental machines. The plaintiffs' case was that (*a*) being agricultural engineers, they had supplied labour and materials for the defendant to make a machine for lifting and topping beet; (*b*) the machine was too light, and (even after being redesigned) was not successful; (*c*) the defendant had also submitted a mechanical hoer (the Rowtrac) but they had declined the offer, as they were not manufacturers. The defendant's case was that (1) under a verbal agreement, he was to have free labour and materials, on condition that the plaintiffs should have the right to market his invention; (2) the Rowtrac (which the plaintiffs had refused) was being made by another firm in large numbers; (3) on receiving his first bill, viz., for £30, with no charge for material, he had denied liability. His Honour Judge Hildesley, K.C., observed that the defendant was transparently honest, and had failed to prove the agreement he relied upon. Judgment was therefore given for the amount claimed, with costs, subject to the hope that the plaintiffs would not be too hard upon the defendant (aged twenty-one) whose inventive capacity deserved encouragement.

In Lighter Vein.

The Week's Anniversary.

To the Bar of his day, Sir William Bolland, who was for ten years a judge in the Court of Exchequer, seemed rather a colourless personality—a black-letter lawyer, on whose long, grave and somewhat shrivelled features a smile was seldom seen. A contemporary described him thus: "He was never an attractive speaker. He wanted animation and vivacity in his manner. His voice was deficient in clearness. He occasionally faltered a little . . . He is tall and well-proportioned, but stoops a little when walking. Of late years he has shown some indications of suffering under nervousness. He is full of good nature and is much respected both by his brethren on the Bench and at the Bar." But away from the formalism of the courts, the Hortensius of Dibden's "Bibliomania"—litterateur, poet, bibliophile and art collector, appears in a much more interesting light. His library "was choice, curious and instructively miscellaneous. Its owner was a man of taste as well as a scholar, and the crabbed niceties of his profession had neither chilled his heart nor clouded his judgment . . . His passion for books was of the largest scale and dimensions and marked every species of almost enviable enthusiasm. His anecdotes engrafted on them were racy and sparkling." A year after he retired from the bench, Sir William Bolland died at Hyde Park Terrace on the 14th May, 1840.

In Praise of Judges.

As a guest of honour at the annual dinner of the Hardwicke Society, Maugham, J., made the wittiest speech of the evening. *Inter alia*, he cited very aptly that delightful passage in which Fortescue, C.J., described the life of the fifteenth century judges. "You are to know further that the Judges of England do not sit in the King's Courts above three hours in the day, that is, from eight in the morning till eleven. The Courts are not open in the afternoon . . . The Judges when they have taken their refreshment spend the rest of the day in the study of the laws, reading of the Holy Scriptures and other innocent amusements at their pleasure. It seems rather a life of contemplation than of much action; their time is spent in this manner free from care and worldly avocations." He read no more, though hardly less interesting are the concluding words which note how "from the judges and their offspring more peers and great men of the realm have risen than from any other profession" rendering themselves "wealthy, illustrious and noble by their own application, parts and industry," and this, "although the merchants are more in number by some thousands and some of them excell in riches all the judges put together." This, concluded the pious author, cannot be ascribed to chance, "but ought to be resolved, I think, into the peculiar blessing of Almighty God." Many things said Maugham, J., in praise of the judges in the front line trenches (not "the brass hats in the House of Lords"), being willing to vouch for the judicial integrity even of a Scroggs or a Jeffreys. Yet, he also had amusing impressions to describe of his first visit to the courts and the little red-faced old gentlemen he saw on the Bench.

Engaged Elsewhere.

The fact that Romano's Restaurant reaches its sixtieth birthday this year, recalls a little story of how Sir John Simon, taking part in an Old Bailey trial as Solicitor-General, pronounced the name making the a and the first o short. When Wild, K.C. (as he then was) addressed the jury, he observed how "the learned Solicitor-General with every indication of a well-spent youth called it Rōmāno."

Mr. Josiah Beamish, retired solicitor, of Muswell Hill-road, N., left £29,441, with net personalty £29,386.

Reviews.

The Law of Evidence. By W. Nembhard Hibbert, LL.D. (Lond.). Sixth edition. 1933. Demy 8vo. pp. xvi and (with Index) 120. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

The fact that this compact little volume has reached its sixth edition is of itself weighty evidence that it has been found of great practical utility by those entering upon the study of the rules of evidence. It deserves its success, for it possesses many merits, not the least important of these being that it is much more easily read than the classic volume of Sir Fitzjames Stephen, whose severity of compression is apt to prove difficult to the beginner. We can therefore heartily commend the work, but while doing so we would direct attention to one or two matters which seem to call for correction or further elucidation. Thus, it is not accurate to say, as is stated on p. 6, that "the House of Lords takes judicial notice of Scotch law which has been once proved"—a proposition for which *Cooper* v. *Cooper*, 13 App. Cas. 88, is cited. A reference to that case will show that Lord Halsbury said (p. 101): "Your Lordships sitting here require no evidence, indeed can require no evidence, of English or Scottish law," the reason, of course, being that the House is a Scottish as well as an English court. On p. 16 there is a curious misprint; "*seculer presumitur pro matrimonio*"; for "seculer" read "semper." On p. 92, students, we fear, will be puzzled by the statement: "Birth certificates are sufficient though not *primâ facie* evidence of the marriage of the parents," for which *Re Stollery* (not *Stolleri*), 95 L.J. Ch. 259, is cited. The Law Reports headnote to the same case—[1926] 1 Ch. 284—states the position more accurately, thus: "Held: That the certificates [of birth] were admissible, but not alone sufficient, because, taken by themselves, they did not identify the persons therein mentioned." These, however, are small specks in an otherwise admirable compendium.

The Law as to Children and Young Persons. By Edward J. Bullock, M.A. (Oxon), Barrister-at-Law, Inner Temple, Midland Circuit and C.C.C. 1933. Medium 8vo. pp. xxv and (with Index) 206. London: Stevens & Sons, Ltd. 15s. net.

"This book aims at providing an up-to-date and comprehensive text-book on the law of children and young persons." The method adopted is to set out the terms of a number of statutes annotated in footnotes and preceded by an introductory summary of fifteen pages. Inasmuch as it gathers together under one cover several enactments which would otherwise have to be hunted up individually, it fulfills a useful function, although the notes appended are hardly consistently copious. One cannot help wondering why the author did not find it worth his while to deal with the Guardianship of Infants Acts, which are only accorded the barest reference, or to treat thoroughly the difficult question of the religious education of infants. However, with these reservations, this book can be said to accomplish its task usefully.

The Liabilities of Directors of Limited Companies. By William Geddes, M.A., LL.B., of Lincoln's Inn and the Northern Circuit, Barrister-at-Law. 1933. Demy 8vo. pp. xvii and (with Index) 270. London: Sir Isaac Pitman & Sons, Limited. 10s. 6d. net.

A beneficent legislature has found it necessary recently to whittle down the general principles of limited liability—see the Companies Act, 1929, s. 275—and there are now many ways in which persons connected with the management of limited companies may incur personal liability. Mr. Geddes has had the idea of bringing together in one volume the law on this subject—an idea which was well conceived, and has been well executed.

In particular one may comment on the industry shown by the author in referring to many cases not reported in the official law reports which are nevertheless material. In these circumstances it is the more surprising that the case of *Re William C. Leitch Brothers Limited* [1932] 2 Ch. 71, is not referred to; the second branch of this same case, in [1933] 1 Ch. 261 and the case of *Re Patrick & Lyon Limited* [1933] W.N. 98, were not reported at the date of this book, but the earlier *Leitch Case* certainly was. However, this is a small omission, and this book certainly contains, in a compact form a mass of useful information.

The Companies Act, 1929, with special reference to Scotland. By A. C. Bennett, Solicitor and Company Registration Agent. 1933. Demy 8vo. pp. xv and (with Index) 190. Edinburgh: W. Green & Son, Limited. 10s. 6d. net.

Though it may be the fact, as alleged by Dr. Johnson, that a particular cereal which in England is given to horses, forms, in Scotland, part of the diet of men, the inhabitants of both kingdoms subsist on more or less the same *pabulum* so far as limited liability is concerned. But there are differences, hence this useful little book; the Appendix, containing two Acts of Sederunt, provides material which is not available in the standard English works on company law, and the book should prove of value to those concerned with Scots law relating to companies.

Books Received.

One Thousand Questions and Answers on Company Law. Eighth Edition. 1933. By Henry Allen Ashton. Demy 8vo. pp. xix and 291. London: The Company Law Press, Limited. 5s. net.

Mercantile Law. By D. F. de l'Hoste Ranking, M.A., LL.D., Ernest Evan Spicer, F.C.A., and Ernest C. Pegler, F.C.A. Sixth Edition. 1933. By C. A. Sales, LL.B., F.S.A.A., and W. W. Bigg, F.C.A., F.S.A.A. Medium 8vo. pp. lii and (with Index) 556. London: H. F. L. (Publishers), Limited. 10s. 6d. net.

The Law of Town and Country Planning. By S. Pascoe Hayward, B.A., of the Middle Temple, Barrister-at-Law, and C. Kent Wright, B.A., Solicitor, Town Clerk of Stoke Newington. 1933. Demy 8vo. pp. viii and (with Index) 420. London: The Estates Gazette, Limited; Sweet and Maxwell, Limited. 17s. 6d. net.

The Old Bailey. By Albert Crew, of Gray's Inn and the Middle Temple, The Central Criminal Court and South-Eastern Circuit, Barrister-at-Law. 1933. Demy 8vo. pp. xv and (with Index) 302. London: Ivor Nicholson and Watson, Limited. 18s. net.

A Judicial Maid-of-all-Work. By Hay Shennan, Advocate, formerly Sheriff-Substitute at Lerwick, Dingwall, Dunfermline and Hamilton. 1933. Demy 8vo. pp. 226. Edinburgh and Glasgow: William Hodge & Company, Limited. 7s. 6d. net.

The Law of Town and Country Planning. Being a Third Edition of Safford and Olver on "The Law of Town Planning." 1933. By Archibald Safford, of the Middle Temple and the South-Eastern Circuit, Barrister-at-Law. Demy 8vo. pp. xv and (with Index) 415. London: Hadden, Best & Co., Ltd. 25s. net.

Sweet & Maxwell's Guide to the Legal Profession. 1933. Demy 8vo. pp. lxiii and 55. London: Sweet & Maxwell, Ltd. 3s. 6d. net.

Mew's Digest of English Case Law. Quarterly Issue, April, 1933. By Aubrey J. Spencer, Barrister-at-Law. Medium 8vo. pp. viii and 114. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd. 5s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Conveyance—Alteration made long after Execution with a view to effecting Assurance to a Third Party—Rectification of the Error—Procedure.

Q. 2725. By a conveyance in 1928, certain property was conveyed to A, and subsequently, with the object of conveying to B, A's name, address, etc. were struck out of the conveyance, and B's name and address inserted, A signing his name and inserting the date "March, 1933," in the margin of the conveyance. B has now sold a portion of the property to C and the conveyance has been handed to us in reference to this sale. How should the matter be set right? Should the conveyance be altered back to its original state by striking out B's name and re-inserting A's name, and A to make a statutory declaration explaining why the alteration was made and that the same was made in ignorance, or how otherwise is it suggested the matter should be dealt with?

A. The conveyance of 1928 effectively assured the legal estate to A, and the subsequent alteration (on the face of it made subsequent to the execution of the deed) neither assured the legal estate to B nor prejudiced the assurance to A. The position would therefore appear to be that, though B may have a good equitable title by reason of having paid a valuable consideration he has not got the legal estate. We recommend A should make a statutory declaration explaining the circumstances of the alteration, and that he should then convey the property to B in the ordinary form of a conveyance upon sale, stamp duty *ad valorem* upon the true consideration which passed as between him and B being impressed. The way will then be clear for the conveyance of the part of the property to C. The payment of *ad valorem* stamp duty as between A and B cannot be properly avoided. The alteration should be left as it is.

Underground Cellar under Pavement—Liability to Repair.

Q. 2726. A is the owner of certain leasehold property abutting on to a main thoroughfare. One of the underground cellars to the property is under the footpath and water is (owing to the footpath being in a bad state of repair) percolating into such cellar. The local authority inform A that he must repair the footpath. A refuses to do this. He is, however, very desirous of something being done, because the water is doing damage in the cellar. Please state—

(*a*) Whether the local authority can make A pay the expense entailed in the repair.

(*b*) What powers (if any) A has of making the corporation do the work at their expense, or alternatively at his own expense.

It is thought that the thoroughfare in question was a public highway prior to the Highways Act of 1835, if this is any help to you. If the property was in the Metropolis the Metropolis Management Act, 1855, s. 96, would apparently apply, but there appears to be no corresponding provision for properties in the provinces. Kindly refer me to the authorities supporting your opinion.

A. By s. 149 of the Public Health Act, 1875, all streets being or which at any time become highways repairable by the inhabitants at large within any urban district, and the pavements, stones and other materials thereof . . . shall vest in and be under the control of the urban authority; and the authority is required to keep them repaired. The case of *Hamilton* v. *St. George's Hanover Square Vestry* (1873), L.R. 9 Q.B. 42, though decided under s. 96 of the Metropolis Management Act, 1855, appears to be applicable. See also as to neglect to repair, cases cited in vol. XI, "Halsbury's Statutes," at p. 907. Neglect to repair gives no right of action. See Pratt and Mackenzie "Law of Highways," 17th ed., at pp. 462-3. The remedies would seem to be either by complaint to the Ministry of Health under s. 57 of the Local Government Act, 1929, or by mandamus to compel repair.

Husband and Wife—Persistent Cruelty—Complaint Out of Time.

Q. 2727. In a summons for persistent cruelty, the last act of cruelty was on the 22nd August. The summons was issued on the 23rd February. Under the Summary Jurisdiction Act, 1848, s. 11, the information or complaint must be made within six months from the time when the matter of the complaint arose. Is this summons out of date, and if this defence is raised have the magistrates any discretionary power where the date has been missed by so short a time?

A. Presumably the date of the complaint (which is the governing fact) was the same as the date of the issue of the summons. If so, the proceedings are out of time, and any order made would be without jurisdiction. The magistrates have no discretion—one day too late is as fatal as ten years.

Bankruptcy—Petitioning Creditor's Debts Paid.

Q. 2728. Bankruptcy petition, filed over three months ago, alleging the act of bankruptcy the non-compliance with a bankruptcy notice. Order made by the court. The debt having been paid to the petitioning creditors the petition be adjourned for fourteen days for the petitioning creditors' costs to be taxed and paid by the debtor. The costs, over £50, were not paid by the debtor. Can the petitioning creditors obtain a receiving order, notwithstanding payment of the debt? Is not the act of bankruptcy gone?

A. There appears to be no direct authority on the point, but in practice petitions are often adjourned to enable the debtors to pay the debt. A creditor is not bound to accept the debt (*Re Gentry* [1910] 1 K.B. 285), but on principle if he does do so, it is considered he cannot obtain a receiving order. The court has to require proof of debt at the hearing (s. 5 (2)), which means that the debt remains owing up to the making of the receiving order (see *Ex parte Hammond*, L.R. 16 Eq. 614). On the other hand—a petition cannot be withdrawn without leave (sub-s. (7)), so that petitioner is rather in a quandary. If it were possible for a receiving order to be made, the Petitioner would have to repay the debt to the trustee. It appears the only thing that can be done is to get an order for costs and take fresh proceedings on a new act of bankruptcy, making sure that there is no outstanding act of bankruptcy before the payment of the original debt to which the new petition would relate back. To be quite safe it might be necessary to wait three months.

Intestate's Estate—Nomination of Friendly Society—Widow's Rights.

Q. 2729. Section 46 (1) of the Administration of Estates Act, 1925, specifies that the *residuary estate* of an intestate shall be divided in manner thereinafter appearing. A died in January, 1933, intestate, having nominated certain death benefits in friendly societies to his wife B. A leaves his widow

B and a son and a daughter him surviving. Does the widow B take the death benefits nominated to her in addition to the personal chattels and the first thousand pounds under the intestacy, or does she have to bring the benefits into hotchpot ?

A. Even if the will had given the benefits in the friendly societies to B, she would still be entitled to the personal chattels and the £1,000 with interest (s. 49, and see *Re McKee, P.T.* v. *McKee* [1931] 2 Ch. 145). The nomination does not affect the widow's rights.

Restrictive Covenant of Chartered Accountant.

Q. 2730. A client of mine carries on practice as a Chartered Accountant, and desires to employ a boy aged seventeen years in his office, but would like to make an agreement with him whereby the clerk will undertake that, on leaving him, he will not at any time be employed by one particular firm of accountants practising in another part of the county, because my client contends that in view of the fact that the clerk is related to one of the partners of the rival firm, it may be that after he has become particularly useful in the office, he will be encouraged to leave my client and take up employment with the other firm, thereby possibly damaging my client's practice. Having regard to the fact that the clerk is an infant, do you consider that a written agreement stipulating that the clerk will not be employed in the office of the firm will be binding upon him ? The boy will be paid a satisfactory wage and will probably have good prospects if he enters my client's office, and it would appear that such an arrangement would be to his benefit and of course would not interfere with his chances of obtaining employment with any other person or firm.

A. The good prospects for the clerk do not apparently include the entering into articles, and it is difficult to see how the proposed arrangement will be for the clerk's benefit. The prospect of entering the employ of his relative is an advantage, of which he should not be deprived, and any obstacle to such a course will be detrimental to the clerk. The opinion is therefore given that he would not be bound by a restrictive covenant of the nature suggested.

Liability for Injury to Tenant's Child.

Q. 2731. A landlord let a house to X on a weekly tenancy. Before X entered the house it was put in good repair except for a pathway 3 feet wide leading to the door. This path was in very bad condition. It was made of soft concrete which crumbled away on the outside edge when any pressure was applied. There was a drop of about 8 inches at the edge where at one time a board had been fixed. As a result of the aforesaid crumbling the path is now only half its usual width, and is in a dangerous condition. After living in the house for a short period, X reported the condition of the path to the landlord, who promised to have it put right. This promise was never executed. X therefore asked the landlord to supply him with the materials so that he himself could effect the repairs. The landlord promised to help in this way, but did not do so. Recently the daughter of X, aged nine years, fell on the path when going to the back door on her way from school, with the result that her right leg was badly fractured.

(1) Has X, as the father of the child, a right of action for damages against the landlord on behalf of the child. See, *Cavalier* v. *Pope* [1906] A.C. 428.

(2) If not, has X any claim against the landlord for expenses incurred in connection with the child's injury ?

A. The landlord is exempt from liability, not only under *Cavalier* v. *Pope* (quoted in the question), but also under *Ryall* v. *Kidwell & Son* [1913] 3 K.B. 123. The facts in the latter case are similar to those in the present, except that the injury was due to the state of the bedroom floor, and not the garden path. The last-named case shows that the Housing, etc., Acts, are of no assistance even in the case of small properties. A father is often added as co-plaintiff (claiming medical expenses) when a child is injured in a running-down case, but this pre-supposes a claim by the child in tort. There is no such claim here, and both questions are therefore answered in the negative.

Charwoman and Workmen's Compensation.

Q. 2732. A charwoman, regularly employed four days in the week by an occupier of a top-floor flat, is, after she has finished her work for the day, requested by her employer to deliver a letter to a tenant of a basement flat in the same premises, which letter has been erroneously left at the premises of the employer by the postman. In doing so the charwoman slipped on basement steps outside the flat occupied by the person to whom she had been ordered to leave the letter, and sustained injuries. Can the accident be said to have occurred in the course of and arising out of the employment of the charwoman so as to enable her to claim under the Workmen's Compensation Act ?

A. The fact that the accident happened on the actual premises at which the charwoman was employed makes it difficult to say that the accident did not arise out of and in the course of her employment. The fact that she had finished her work for the day is also no ground for disputing liability, as neither the duties nor the hours of a charwoman are rigidly defined. The delivery of a letter in the basement (especially at her employer's request) is therefore indistinguishable from carrying a waste-paper basket downstairs to empty it, or fetching coals up from the cellar. The opinion is therefore given that the accident occurred while the charwoman was acting within the scope of her employment, and that it was not due to an added peril undertaken for her own purposes. She will therefore be able to claim under the Workmen's Compensation Act, 1925.

Registration Lease for More than Twenty-one Years where Title to Freehold Subsequently Registered.

Q. 2733. Section 123 of the Land Registration Act, 1925, provided that where land is situate in a compulsory registration area every grant of a term of years absolute, not being less than forty years from the date of the delivery of the grant, and every assignment on sale of leaseholds having not less than forty years to run, shall, on the expiration of two months from the date thereof, become void as a grant or conveyance of the legal estate unless the grantee applies to be registered. " Wontner's Land Registry Practice " says, in a footnote to p. 4, " In cases where the freehold or superior leasehold title is registered all leases of over twenty-one years must be registered, whether in a compulsory or non-compulsory area." What is the position of a lessee for more than twenty-one years of property in a non-compulsory area where the Lessor, unknown to the lessee, registers the title to the freehold after the grant or assignment of the lease ?

A. The position of the lessee is not affected by the subsequent registration of the freehold. The freeholder should have entered notice of the lease on the register of *his* title and the leaseholder can require this to be done under s. 48. The basis for the statement quoted in the query appears to be s. 101, which deals with the creation of minor interests in registered land. It only affects dispositions or dealings with registered land and not those before registration.

Minor as Claimant after Distraint.

Q. 2734. A landlord by his bailiff has distrained for arrears of rent due from a yearly tenant, who is an undischarged bankrupt. His daughter, who resides with him, claims that the goods seized belong to her, and has served upon the bailiff a declaration to that effect pursuant to s. 1 of the Law of Distress Amendment Act, 1908. Her solicitor alleges that the goods belonged to her grandfather, and that he bequeathed them to her by his will. We have ascertained that the grandfather died in June, 1932, that the will has not been

proved (the reason given for this being that the value of the estate does not exceed £100), that no executor is named in the will, that the claimant is the residuary legatee under the will, and that she is a minor. In these circumstances, can the tenant's daughter support her claim to be the owner of the goods? There being no executor, no assent to the residuary bequest can have been given to her. It seems to us that the goods in question are "goods of a stranger," and may therefore be distrained.

A. The tenant's daughter appears to be in a position to perfect her title to the goods, as the county court has jurisdiction under the Supreme Court of Judicature (Consolidation) Act, 1925, s. 150 (*b*) to issue letters of administration *cum testamento annexo* to any person qualified to become administrator of the grandfather's estate. Such administrator would in due course assent to the residuary bequest, and, if the landlord proceeds with the distress, he will become liable to an action at the suit of the daughter (by her next friend) for damages for illegal distress, under the Law of Distress Amendment Act, 1908, s. 2. It is true that the latter action would be stayed (pending a grant of administration to the grandfather's estate), but—if the daughter ultimately proved her title—she would obtain damages. If she were to fail (either through any defect in the execution of the will or the insolvency of the estate) judgment would be given for the defendant (the landlord), who could then proceed with the distress. At present it cannot be said that the goods are the "goods of a stranger," and the landlord will therefore proceed with the distress at his own risk.

Mortgage Attornment Clause Demise to Mortgagor.

Q. 2735. Certain clients of ours, in order to secure payment of a judgment debt, have obtained a statutory mortgage from the judgment debtor of certain property held by the debtor under a possessory title. A marketable title to the property cannot be given, and our clients have accordingly given notice to quit under an attornment clause in the mortgage, with a view to letting the premises to the debtor and thus collecting the debt by instalments with the advantage of a right of distress. Our clients do not wish to eject the debtor, but s. 6, Bill of Sale (1878) Amendment Act, 1882, as interpreted in *In re Willis: Ex parte Kennedy*, L.R. 21 Q.B.D. 384, and *Green* v. *Marsh*, L.R. 1892, 2. Q.B.D. 335, appears to require the mortgagee to take possession before letting to the mortgagor. (1) Is out-and-out possession of the property necessary before re-letting, viz.: Mortgagor and furniture out of the house and mortgagee in it? (2) If constructive possession is sufficient for the purpose what would you consider as sufficient possession? (3) In the alternative is possession required at all before making a tenancy agreement with the mortgagor?

A. Delivery of possession by the sheriff under writ of possession, which would necessitate the mortgagor and his family being out of the house, but *not* his furniture, would obviously be sufficient. By analogy it is considered that if similar possession was delivered under threat of action the effect would be the same. It would be well, however, for the mortgagor and the members of his household to be away for one complete day; formal possession should be taken by the mortgagees or their agent and the house then locked up. The lease or tenancy agreement would have to be prepared in advance, and executed whilst the mortgagor was out of possession. Alternatively it would seem that, without delivery of possession, the registration of the demise or attornment at a rent expressed to be to secure the interest, would be effective. On the authority of *Green* v. *March* (if it is good law on this point) such a document need not be in statutory form.

Mr. Charles Denham Evans, solicitor, of Aberayron, Cardigan, left £12,340, with net personalty £7,457.

Notes of Cases.

High Court—King's Bench Division.

Aslan *v.* Imperial Airways, Limited.

MacKinnon, J. 11th April.

Contract—Carriage of Goods by Air—Bullion—Lost in Transit—Not Common Carriers—Implied Warranty—Carriers protected by Exceptions Clause.

In this action the plaintiff, Effraim Heskel Aslan, claimed from the defendants, Imperial Airways, Limited, damages for alleged breach of contract and/or duty with regard to the carriage of a box containing bullion. The box was handed by the plaintiff's local agents to the defendants at Baghdad for carriage to London. It had not been delivered by the defendants and could not now be found, and nothing was known as to what had in fact become of it. The plaintiff contended that by holding themselves out as carriers of goods and passengers the defendants impliedly warranted that they would provide aeroplanes suitable for the purpose, and that by charging a special high rate for the conveyance of bullion they warranted that they would use an aeroplane fitted with a compartment to resist thieves. The plaintiff alleged that that warranty had been broken because a seaplane, the "Satyrus," in which, he said, the box in question was placed, had no such compartment. He also contended that the defendants were liable as common carriers. Alternatively, he alleged that if they were not common carriers they were bailees for reward and had been guilty of negligence as bailees, and were therefore liable in damages. The defendants denied that they were common carriers or that they had been guilty of negligence as bailees, and they relied on an exceptions clause, condition 9, in the consignment note, which provided that the goods were accepted for carriage only at the risk of the owner, and that the defendants undertook no responsibility for loss, damage or delay caused directly or indirectly during the conveyance by aeroplane or otherwise in connection therewith.

MacKinnon, J., said that here the question was what was the proper construction of the contract contained in the consignment note. The first question was what, if any, implied warranty was contained in the contract. He did not see any reason why a carrier by air should not be a common carrier or subject to the liabilities of a common carrier, and the task here was to see what terms had been agreed on as the basis of the contract. The carriers, on the back of the consignment note, which was signed by the sender, stated that they were not, and would not accept the obligations of, common carriers. In the face of those terms it was impossible to hold that the defendants were common carriers, and he held that they were only bailees and so only liable for negligence. The defendants, unless protected by the terms of their contract, would be liable for negligence if they failed to use reasonable care and skill. As the defendants' only liability was for negligence, condition 9, though in general words and not mentioning negligence specifically, was sufficient to protect the defendants. Judgment for the defendants.

Counsel: *A. T. Miller*, K.C., and *McNair*, for the plaintiff; *Raeburn*, K.C., and *H. G. Robertson*, for the defendants.

Solicitors: *Wm. A. Crump & Son; Beaumont & Son*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Angell *v.* Burn and Others.

MacKinnon, J. 1st May.

Landlord and Tenant—Leasehold Premises—Covenant for Use as Dwelling-house only—Breach—Used for Solicitor's Office—Condition of Relief from Forfeiture—Law of Property Act, 1925 (15 Geo. 5, c. 20), s. 84.

This was a claim for possession of premises at 353, Brixton-road, London, by the plaintiff, who was the owner of the

reversion expectant on the termination of a lease, against the defendants, who were the present registered owners. The lease was dated the 11th June, 1863, and was for eighty-eight years, expiring in 1951. The lease contained a covenant by which the user of the premises was restricted to a private dwelling-house only, and the plaintiff said that the defendants had now admitted using the premises for business purposes —that was, for the office of a solicitor. The case came before Clauson, J., on the 6th April last, when it was stated that the defendants did not admit the plaintiff's title. The case was then adjourned, and since that date, the 6th April, a full abstract of title and of the necessary documents had been produced to the defendants, and the plaintiff's title was in due course admitted. The breach of the covenant in question, which was first discovered by the plaintiff, it was said, on the 29th April, 1932, was also now admitted by the defendants. The statutory notice was served on the 19th May, 1932. The writ was issued on the 7th September, 1932, against the original lessee, G. W. Burn, his assigns or personal representatives. For the defendants it was stated that the tenancy began many years ago when Brixton-road was a residential district. It had now become a centre of business, and the consequence was that in the very terrace in which the present premises were situated, out of about ten houses there was only one entirely occupied as a private dwelling-house. The present premises, it was further pointed out, had in fact been used for a solicitor's office as far back as 1922. The matter was quite openly done.

MacKinnon, J., in the course of the argument, said that in his view the action was unnecessary and ought never to have been brought, and he also thought that the action in disputing the title was also unnecessary. He was perfectly satisfied that putting up a brass plate did not do one farthing's worth of damage. He suggested that the matter might be satisfactorily disposed of by the plaintiff agreeing to give the defendants a licence to break the covenant from now onwards on payment of an annual fee. At the close of the case his lordship said that he did not propose to give any judgment. There would be an order that the defendants be relieved from forfeiture on condition that within one month application was made under s. 84 of the Law of Property Act, 1925, to vary the covenant. There would be no costs to either side, but the defendants to pay the costs of the adjournment.

Counsel: *Alban Gordon*, for the plaintiff; *Sydney E. Pocock*, for the defendants.

Solicitors: *Budd, Brodie & Hart; North & Son.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Colclough *v.* Colclough and Fisher.

Langton, J. 5th April.

Divorce — Variation of Settlement — Safeguarding Interests of Child of the Marriage—Power of Appointment in Favour of After-taken Spouse and Children of Subsequent Marriage—Restriction on Power of Guilty Wife—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), s. 192.

These were cross-motions to vary the registrar's report on a petition for variation of settlement. The husband-petitioner obtained a decree of dissolution of the marriage which was made absolute on 5th December, 1932, and was granted custody of the one child of the marriage, aged two years. The antenuptial settlement in question was dated 11th June, 1928, and thereunder the petitioner transferred to the trustees £30,000 War Loan, to comprise the husband's fund, and the respondent covenanted to transfer certain funds now amounting to about £20,000 in possession, and about £8,000 in reversion to constitute the wife's fund. The income of the husband's fund was to be paid on protective trusts to the husband for life and on his death to the wife for her life, if she should survive him; the income of the wife's fund was to be paid to the wife for her life, and on her death to the husband for his life, on protective trusts, if he should survive her. There were the usual trusts on the death of the husband and the wife as to the capital and income for the children or remoter issue, with ultimate trusts in default of issue in favour of the husband and wife respectively. Power was given both to the husband and the wife to withdraw part of the settled funds on re-marriage; two-thirds if there should be one child of the marriage who attained a vested interest, and one-half if there should be two or more such children; and there was power to settle such sum withdrawn upon a subsequent spouse for his or her life, and thereafter upon the issue of the subsequent marriage, but so that no child of a subsequent marriage should take a larger interest than any child of the former. There was no clause limiting the exercise of such powers to re-marriage after the death of a spouse. The registrar, in his report, stated that the petitioner was now twenty-eight and the respondent twenty-two. The income from the petitioner's fund was £1,050 gross, and that the respondent was deriving from her fund an income of £930 gross, subject to a charge of £287 per annum. He would eventually receive some £400 per annum in addition when certain reversions came into possession. The petitioner prayed that the respondent's interest in his fund should be extinguished; that his power of appointment on a subsequent marriage should remain unrestricted; and that the power of the respondent so to appoint should be restricted to the immediate appointment of one-third of her fund or to one-half in favour of a husband taken after the death of the petitioner and the children of such marriages. The respondent prayed for a power to appoint one-half of her fund on a subsequent marriage. The submission on behalf of the child was that the husband's power of appointment on a subsequent marriage should be limited to one-half of his fund, and that the respondent's power should be limited to one-third of her fund, and should be allowed only in favour of a husband taken after the death of the petitioner and issue of such subsequent marriage. The report referred to the ages of the parties, and the interests of the child, who would benefit from the variation proposed by the petitioner by the acceleration of her interest in the petitioner's fund by reason of the extinction of the respondent's interest, and by the limitation on the respondent's power of appointment in her fund. The report submitted, *inter alia*: (1) That the respondent's interest in the petitioner's fund should be extinguished as if she had died in the petitioner's lifetime; (2) that the petitioner's power of appointment be limited to one-half of his fund; (3) that the respondent's power of appointment be limited to one-third of her fund. The petitioner now moved to vary the report so that he should be at liberty on a subsequent marriage to withdraw and settle two-thirds of his fund in accordance with the settlement. The respondent moved to vary the report so as to allow her to withdraw and settle on a subsequent marriage not less than one-half of her fund, and to do so notwithstanding that it might be in the petitioner's lifetime.

Langton, J., in giving judgment, said that it was unnecessary, in order to secure the well-being of the child, that the petitioner's powers under the settlement should be in any way interfered with. The registrar's submission as to the limitation of the wife's power of appointment was quite enough to secure the infant's interests. The report would therefore be confirmed, except that the husband's powers under the settlement would not be limited as proposed by the registrar.

Counsel: *Fergus Morton*, K.C., and *Bush James* for the petitioner; *H. W. Barnard* for the respondent; *R. H. Bayford* for the child; *R. T. Monier-Williams* for the trustees.

Solicitors: *Withers & Co.*; *Gordon Dodds & Co.*; *Trower, Still & Keeling.*

[Reported by J. F. Compton-Miller, Esq., Barrister-at-Law.]

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Obituary.

Mr. R. F. E. FERRIER.

Mr. Richard Frederick Ernest Ferrier, F.S.A., solicitor, of Yarmouth, died at Norwich, on Friday, 5th May, at the age of sixty-seven. Mr. Ferrier, who was admitted a solicitor in 1889, held many local offices at Yarmouth, and was an alderman and mayor in 1923 24, as several of his ancestors had been. He had been Chairman of the Norfolk and Norwich Archæological Society and Hon. Secretary of the Great Yarmouth Historical Buildings Society.

Mr. S. W. PAGE.

Mr. Samuel Wells Page, solicitor, senior partner in the firm of Messrs. S. W. Page, Son & Elias, of Wolverhampton, died on Monday, 1st May, at the age of eighty-three. Mr. Page, who was admitted a solicitor in 1870, was Official Receiver in Bankruptcy for Wolverhampton and Walsall. He had been Chairman of the Governing Body of the Royal Orphanage, Wolverhampton, for twenty-three years.

Mr. W. WOOD.

Mr. William Wood, retired solicitor, of Chesham-street, S.W., died on Saturday, 6th May, at the age of eighty-four. Mr. Wood was born at Ratcliffe Culey, Leicester, and up to the time of his retirement in 1922 he had practised in partnership as a solicitor in Great James Street, W.C., for fifty years.

Mr. J. C. WOODS.

Mr. James Chapman Woods, retired solicitor, of Swansea, died at his home on Saturday, 29th April, at the age of seventy-eight. He was admitted in 1875, being first prizeman in the final examination, and the following year he entered into partnership with Messrs. Brown & Collins, of Swansea, now known as Messrs. Collins, Woods & Vaughan-Jones. He retired from practice last year. Mr. Woods was a Past President of the Swansea and Neath Incorporated Law Society.

Mr. A. C. YARBOROUGH.

Alderman Arthur Cooke Yarborough, solicitor, of Boston, died recently at the age of eighty. Educated at Eton and articled to Messrs. Ford & Warren, of Leeds, he was admitted a solicitor in 1876. He went to Boston in 1877 and took over the late Mr. Charles Bean's practice. Mr. Cooke Yarborough was made an alderman in 1907, and was Mayor of Boston in 1917 and 1918.

Parliamentary News.

Progress of Bills.

House of Lords.

Amersham, Beaconsfield and District Water Bill.
Read Third Time. [4th May.
Bridlington Corporation Bill.
Read Second Time. [10th May.
Church of Scotland (Property and Endowments) Amendment Bill.
In Committee. [9th May.
Dewsbury and Ossett Passenger Transport Bill.
Read Second Time. [4th May.
Durham Corporation Bill.
Reported, with Amendments. [4th May.
False Oaths (Scotland) Bill.
Read First Time. [9th May.
Government of India (Amendment) Bill.
Read Second Time. [9th May.
Housing (Financial Provisions) (Scotland) Bill.
Read Third Time. [4th May.
Maldens and Coombe Urban District Council Bill.
Read Second Time. [10th May.
Ministry of Health Provisional Order (Torquay) Bill.
Reported, without Amendment. [9th May.
Ministry of Health Provisional Orders (Bath and Bury and District Joint Water Board) Bill.
Read First Time. [9th May.
Protection of Animals Bill.
Read Second Time. [10th May.
Rhondda Passenger Transport Bill.
Read Third Time. [9th May.
Rubber Industry Bill.
Read Second Time. [9th May.
Solicitors (Scotland) Bill.
Read First Time. [9th May.
Southern Railway Bill.
Read Second Time. [4th May.
University Spurious Degrees (Prohibition of Use and Issue) Bill.
Read Second Time. [10th May.

House of Commons.

Education (Necessity of Schools) Bill.
Read First Time. [4th May.
Exchange Equalisation Account Bill.
Reported, without Amendment. [10th May.

False Oaths (Scotland) Bill.
Read Third Time. [5th May.
Finance Bill.
Read First Time. [4th May.
Jesus Hospital in Chipping Barnet Charity Bill.
Read Third Time. [10th May.
London County Council (Money) Bill.
Read Second Time. [8th May.
Marriages Provisional Orders Bill.
Read First Time. [9th May.
Ministry of Health Provisional Orders (Bath and Bury and District Joint Water Board) Bill.
Read Third Time. [4th May.
Rhondda Passenger Transport Bill.
Read First Time. [9th May.
Sidmouth Urban District Council Bill.
Reported, with Amendments. [4th May.
Solicitors (Scotland) Bill.
Read Third Time. [5th May.
Summary Jurisdiction (Appeals) Bill.
Reported, with Amendments. [9th May.
Teachers (Superannuation) Bill.
Read Second Time. [4th May.

HIGH COURT OF JUSTICE (KING'S BENCH DIVISION).

THE VICE-CHAMBERLAIN OF THE HOUSEHOLD (Sir Victor Warrender) reported His Majesty's Answer to the Address as followeth :—

I have received your Address praying that, in pursuance of the Supreme Court of Judicature Act, 1925, a Judge may be appointed to the High Court of Justice to fill the vacancy in the King's Bench Division thereof, and I will issue directions in accordance with your desire. [10th May.

Questions to Ministers.

MAGISTRATES (AGE).

Mr. RANKIN asked the Attorney-General whether, in view of the large number of magistrates whose age prevents them from rendering effective service, he will recommend the desirability of examining the personnel of magisterial benches generally in the country with the object of ensuring that the public interest is in all cases met by the appointment of a sufficient number of active magistrates who live in the districts concerned ?

THE SOLICITOR-GENERAL (Sir Boyd Merriman) : It is the duty of the advisory committees appointed by the Lord Chancellor to review the magisterial benches in their districts and to make recommendations for the appointment of a sufficient number of magistrates who are capable of rendering effective service, but the Lord Chancellor is always prepared to consider any particular case brought to his notice in which it is suggested that there is an insufficient number of active magistrates. [1st May.

COMPANIES ACT.

Sir NICHOLAS GRATTAN-DOYLE asked the President of the Board of Trade whether his attention has been drawn to the case of the *Abchurch Lane Finance Company, Limited*, heard at the Mansion House Justice Room, on 12th April, 1933, in which it was proved that a prospectus was issued inviting the public to subscribe £350,000 for a property which had cost £41,600, and that there was over £200,000 worth of worthless underwriting ; and will he say what steps he is taking to prevent a repetition of similar frauds on the public while the Companies Act of 1929 remains unamended, in view of the reduction of stamp duties on companies' capital facilitating the flotation of limited liability concerns ?

Dr. BURGIN : The case is still before the courts, and while that is so I can make no statement in connection with it. [8th May.

Mr. Martin Ingle Smith, solicitor, of Elstree, Herts, left estate of the gross value of £33,043, with net personalty £29,959. He left £100 to Walter James Bisgrove, formerly in his employ ; £100 to his maid Iza Simpson, and one month's wages if still in his service and not under notice, either given or received ; £150 to his chauffeur, Maxwell Wickham, and two months' wages if still in his service and not under notice, either given or received ; £500 to the David Lewis Northern Hospital, to endow a cot in memory of his late uncle, to be called the "William Radcliffe Cot."

The Hardwicke Society.

ANNUAL DINNER.

This Society held its annual dinner at the Holborn Restaurant on 3rd May, and Mr. VYVYAN ADAMS (the President) took the chair. After the loyal toasts had been honoured, the health of the Society was proposed by the EARL OF HAREWOOD. He pleaded guilty to knowing nothing about the Hardwicke Society except for the few notes on its past history which had been sent to him by the Treasurer, together with the careful information that it would be quite unnecessary for him to keep to the subject of the toast. The Society had had a most illustrious history. Many of its members had risen from obscurity to positions of the greatest power and influence, and from poverty to affluence. Lord Harewood said that no doubt he saw before him many whose names would be written large in the history of the country and who would hold great offices in the State. He congratulated them on their selection of a profession than which none was more satisfying in a great many ways. For example, he knew none which had longer holidays. Moreover, the following of the law provided many possibilities of satisfying the highest ambitions and of working off suppressed energy. Lord Halsbury, one of the founders, had become a most eminent lawyer, perhaps the most eminent lawyer that the country had ever produced. Lord Oxford, on the other hand, had diverted his career to a different profession, and risen to the very height of power in the country. One of the gravest problems facing the country to-day was the enormous amount of suppressed energy which must be bubbling within the unemployed youths, as the steam bubbled within the kettle. He hoped that the country would find some Stephenson, some great leader, a man who could provide a means of utilising this energy. He hoped that his audience would not be tempted, as Lord Birkenhead had so nearly been, to enlist in an illegal army, but that they would all find enough outlet for their energy in dealing with those miserable witnesses whom it would be their duty to bully when they got the employment they sought. He wished them all such a brilliant future that they would never be tempted to illegal outlets.

The President, Mr. VYVYAN ADAMS, in replying to the toast, said that he had presided over a particularly illustrious year, owing to the work of his brilliant predecessors, Colin Pearson, Geoffrey Raphael and Ifor Lloyd. His view of the Society had been both rare and refreshing. Rows of honourable faces had been packed in the Middle Temple Common Room in unprecedented discomfort: faces learned, earnest and intense. The quality of speaking had even been surpassed by the zeal to speak, and he had been well aware of the general fury caused by his frequent but necessary insistences upon the ten-minutes' time limit. The Society also had a non-circulating library and he wished to praise the indefatigable services of the Hon. Librarian, to whom was largely due the record number of new members during the year. Several of these, the Hon. Treasurer informed him, had paid their subscriptions. He hoped, however, that the Librarian would not enrich the library with that history of the Society with which they were shortly to be entertained, as members must buy their own copies. Incredible to relate, the historiographer had lately been exhibiting lively signs of arriving at the end of his period of gestation—a period that had already vastly exceeded that of the higher mammals. He was able to state from "stable" information that the history would do the Society the greatest credit. There were to be four speeches to-night from ex-Presidents of the Cambridge Union, but the Vice-President was the only representative of Oxford. He had no wish to praise or blame the debating society which had recently presented itself with a false issue arising from quite a fair intellectual dilemma. Yet he felt he must recall an occasion in 1919 at the Cambridge Union when the University had been full of returned soldiers, and by an enormous majority the Union had decided "That this Society desires neither to make Germany pay nor to hang the Kaiser." The ex-soldiers of Cambridge had experienced the same hysterical abuse as had recently been rained on Oxford, from the lips of patriotic non-combatants. The epithets had indeed been more choice than "yellow-bellied pacifists." One lady had written to the President from Kensington expressing the desire personally to hang every one of the 500 supporters of the motion, yet Germany had not paid and the Kaiser had not been hanged. It was dangerous, perhaps, to ignore the prophetic qualities of youth. The Hardwicke Society should be a society for the young. It was the best debating society with which he had ever had any association, and it helped its members to modify and even to formulate opinion. Its existence was more than justified if it gave them something of the discrimination of an Asquith and a few fragments of the divine intellectual courage of a McCardie.

THE BENCH AND THE BAR.

The Hon. Treasurer, Mr. A. NEWMAN HALL, proposed the toast of "The Bench and the Bar." It had, he said, been the custom of the Society in recent years for the Hon. Treasurer to criticise in his speech the arrangements for the dinner and thus to get a somewhat underhand cut at the Hon. Secretary. Unfortunately, he was estopped from doing this, and found himself in the not exactly happy position of having to break away from the common form in the presence of no fewer than four ex-Presidents of the Cambridge Union. Being prevented from attacking his friends, he must confine himself to the Bench and Bar. He related an episode of Mr. Justice Cresswell at about the time the Hardwicke Society was enjoying its twenty-first birthday. Counsel and solicitors, having taken horse from Lincoln's Inn to find the vacation judge, had discovered him swimming in the lake at Roehampton. Taking boat they had rowed out to him and there, treading water, he had been pleased to receive them. "Then slowly answered counsel from the barge," so slowly that Mr. Justice Cresswell had had to hold on to the boat and in this position, clad only in the shimmering waters of the lake, he had been pleased to make the required order. More recently a young barrister, trembling with his first brief, had visited a vacation judge in his country home and, entering too precipitately the great man's study, had found him bare-footed before the fire with a shoe and a sock on either side of the fender. It would have taken a Birkett, could he have been sufficiently concise, to persuade the judge to make the order without pulling his socks up.

Mr. Justice MAUGHAM, in reply, said that if the Bar had not any very great sympathy with the Bench, yet they were well aware that the Bench had very great sympathy with the Bar, who were doing a job at which every member of the Bench had spent most of his life. He was quite unable to understand what could be the feeling of a Continental judge who had never been an advocate and had never had the experience of fighting like a demon in a perfectly hopeless case or of cross-examining a perfectly honest witness without any materials. He recalled his first view of the Bench of England. He had come down from Cambridge, knowing nothing about the law, and had walked around the courts. He had been amazed at what he had seen: a number of little red-faced gentlemen sitting on a number of benches clad in scarlet or black robes, looking as though they were paying no attention at all to what was going on, and giving him at any rate the impression of being quite incompetent to do anything at all. He had felt certain that none of them could row or wield a cricket bat or be of any use on the football field. Moreover, they had been of an incredible age. It was amazing to him now to think that young men at the Bar would look on him in that same spirit.

People sometimes thought that the Bench was an easy job, but when a man got there he found it was not really as easy as one might suppose. Nearly all judges tried to do their duty, but they found many cases in which it was extremely difficult to be sure that they were doing justice according to the law. Judges were really not so curious as he in his raw youth had supposed; they were in many respects very like ordinary persons whom one met at the Bar. Since the Conquest there had been some 2,000 judges, and on the whole they had been a very decent body of men, with the exception of Lord Chief Justices and Lord Chancellors, who did not come so well out of the story. Very few of them had been hanged. Chief Justice Tresillian had been hanged in 1388 and Chief Justice Skillington had only escaped hanging through dying a natural death during his imprisonment in Windsor Castle. Two Lord Chancellors, Bacon and Macclesfield, had been accused and convicted of the grossest corruption, but even those most brutal judges, Scroggs and Jeffreys, had never, so far as he knew, decided a case wrongly. The desire of a judge to do his work well had nothing to do with morality. It was the same kind of feeling as inspired a carpenter or painter to do the job as well as he could. He called on his audience to honour, not the brass hats in the House of Lords or the Lord Chief Justices and Lord Chancellors of the profession, but those judges in the first line of the trenches who quietly tried to do the work before them. They were the guardians of civilisation, for without law civilisation must disappear. There had been no time like the present of stress and unrest when the profession of the law had more urgently needed people of the highest ideals, prepared to sacrifice everything in serving in their several ways the cause of justice.

Mr. NORMAN BIRKETT, in reply, acknowledged the honour and privilege that had been conferred upon him and expressed his appreciation of the kind words of the Hon. Treasurer, which were, in the terms of the cocoa advertisements, "grateful and comforting." They might have fallen from any successful litigant. The profession of the law suffered much hostile criticism, chiefly from those who had never had a case from the start, and who had insisted on fighting it out to the end. Work at the Bar certainly inculcated resourcefulness, resolution and tolerance, particularly when one went into court day after day to contend zealously for the truth only to find oneself confronted with an opponent who contended equally zealously to obscure it. One of the most extraordinary things in the profession was the number of good men—doubtless in their homes good fathers and husbands—who were perverse enough not to see the truth when it was presented to them. He recalled the story of two chaplains parting at the end of the war, one a Roman Catholic priest and the other a Church of England padre. One of them —he would not say which—had remarked: "Well, good-bye; it has been magnificent to work with you, and we shall always have the recollection that we have been united in doing God's work—you in your way and I in His." An important part of legal education was to learn not only facts but their proper application. This maxim he illustrated by the story of a Lancashire man who had paid his first visit to London, avid for new experiences. Among them he had had a suit made in Savile-row, and the tailor had suggested to him that he should have two pairs of trousers. This was a new idea to the customer. "But," he said, on his return, "I must admit it *is* much warmer." The duty of the Bar, concluded Mr. Birkett, was to co-operate in the fullest sense with the Bench in the true administration of justice and to preserve the great and honourable traditions in our national economy and national life.

THE GUESTS.

Mr. LYNN UNGOED-THOMAS, Vice-President of the Society, proposed the health of the guests, and Mr. F. B. MALIM, Headmaster of Wellington, replied. He said that he thought that the speaker who had to reply for the guests always deserved commiseration, for he was the only speaker who had no brief. Had he been honoured by being asked to propose the health of the Hardwicke Society, how he could have dilated on the value of debating societies as the training arena for dialectical gladiators, teaching them the invaluable art of making the worse appear the better cause! The great disadvantage which the Society shared with all sound education was that it taught its addicts to see that there were two sides to every question. He knew of no greater disqualification for the serious business of modern life than that. He had heard the other day of a retired colonel whose soul had been sorely confused within him because a certain debating society had ventured to discuss the famous *dictum* of Dr. Johnson that "Patriotism is the last refuge of a scoundrel."

Equally fortunate was the man who replied to the toast of the Hardwicke Society. Like the eminent persons who distributed prizes at school speech-days, he enjoyed the best of both worlds. If in his own school days he had been rewarded, he exuded good advice and encouragement: "Stick to your books, my lads," he would say, being discreetly vague as to the subject-matter of his own studies; "Acquire the habit of thoroughness, and, who knows? some of you one day may be rewarded by becoming Chairman of the Higher Education Committee of this county." If, on the other hand, his own school career had been less distinguished, he opened with the gambit, "And now a word to those of you who have not won prizes. I never won a prize at school myself, and I venture to think that I have not done so badly in life!" Similarly, if the speaker, replying to the toast of the Hardwicke Society, were a judge, he could say that, as he looked back on his long career, he realised to how great an extent he owed his elevation to the Bench to the invaluable experiences he had gained in the mimic warfare of debate. If, however, he were not a judge, he could say: "Of course, the debates of this Society must not be regarded as possessing professional value, but although they may not promote those qualities which the world recognises and rewards, they develop acuteness of perception, readiness in reply and doggedness in defending a weak cause."

Mr. Malim had, he said, worked in four great public schools, and each of them had an ethos of its own. He was wondering now whether his Haileybury boys were all going to become judges. The greater part of his Marlborough pupils appeared to be leading blameless lives as bishops and headmasters, while the Sedbergh boys had all become famous football players. At Wellington he was presumably training the major-generals and lieutenant-colonels, R.E. (retd.) of the future. His most vivid recollection of the president was an enquiry from the lad as to how many Latin words could be correctly placed at the end of a pentameter. Mr. Malim had had to confess ignorance, and had been told there were 116, which the boy had made a list of and learned by heart. His recollection of the vice-president was of a head muddy but unbowed, engaged in the manœuvre of "selling the dummy." He wondered which qualification for success would go further:

a dogged persistence in the collection of uninteresting information, or the quickness of resource that kept the enemy guessing.

It would be inappropriate for him to dwell on the fortunate position of the man who had to propose the toast of the guests, so he would go back to his own brief and declare that, after all, perhaps he deserved less sympathy than he had said, for he had the great advantage of being able to be perfectly sincere in saying that the guests there that night were most grateful for their hospitality and for the cordial manner in which they had received the toast.

An ordinary meeting of the society was held in the Middle Temple Common Room, on Friday, the 5th May. The president, Mr. Vyvyan Adams, M.P., took the chair at 8.21 p.m. In public business, Mr. Malcolm Brereton moved: "That man is not descended from an ape, or anything like one, or at all." Mr. G. E. Llewellyn Thomas opposed. There spoke to the motion: Mr. Tahuda, Mr. Douglas, Mr. Roscoe, Mr. Mayers, Mr. Barman, Mr. Stride (hon. sec.), The Hon. K. G. Younger, Mr. Oaten, Mr. Ungoed-Thomas (vice-president). Mr. Stogdon, Mr. Menzies and the hon. proposer in reply. On a division the motion was lost by three votes.

Societies.

Barristers' Benevolent Association.

The annual general meeting of this Association was held on 3rd May, in the Old Hall, Lincoln's Inn. On the motion of Sir WILLIAM HANSELL, the chair was taken by Mr. Justice LUXMOORE, and the minutes of the previous meeting were confirmed.

The Chairman, in proposing the adoption of the report, mentioned the heavy toll that death had taken during the year, particularly naming Mr. P. B. Lambert, who had joined the Association in 1878, and had remained a generous supporter up to the time of his death. There had been a loss of fifty-nine effective paying members altogether, thirty-one through death, and the new membership of seventy-one which had resulted from Lord Russell's eloquent appeal at the previous meeting had not sufficed to bring the total annual subscriptions up to what they had been in the previous year. The only sources of revenue were subscriptions, donations, surplus from investments, income tax recovered on dividends and subscriptions in covenant. The last three amounted to about £1,000 only; the donations in 1932 had totalled £5,350, of which £2,500 had come from one anonymous donor through the Lord Chancellor and had been invested as capital. The Inns contributed about £1,000, and therefore the donations from the Bar were only just over £1,000 and the subscriptions £2,500. This was a surprisingly small amount considering the substantial incomes that were being earned even in these difficult times. Lord Russell, having been educated at Oxford, had at the previous meeting entered into the realms of elementary mathematics and, with the assistance of one whom he had called a devil, had come to the conclusion that if there were 12,000 names in the list of members of the Bar and 1,200 subscriptions to the Association, then the percentage of subscriptions at the Bar must be about ten. Mr. Justice Luxmoore believed that Lord Russell had been quite correct. Many years ago Lord Esher had presided at a meeting, and had said that every member of the Bar should be either a subscriber or a participant. This might be a counsel of perfection, but the chairman could imagine nothing more likely to touch the heart and pocket of anyone than to attend a single meeting of the committee and hear the sort of case that came for relief. He suggested that every subscriber should make it his business to see that all those whose names appeared on the door of his chambers joined the Association.

He also urged every subscriber to covenant for a fixed period to pay his subscription. So far eighty-three subscribers had done this, and on a total of £996 the Association recovered £332 a year from the income tax authorities. If every subscriber covenanted, the Association would recover another £700. Subscribers could also save the staff much time and trouble by signing bankers' orders. He spoke himself as a repentant sinner in these matters, as he had neither covenanted nor signed a banker's order yet, but he proposed to do so at once. There was no need to speak of the magnificent work of the Association, but he would urge everyone present to do all he could to increase its funds.

The motion was seconded by Mr. JOHN SINGLETON, K.C., who said that the committee was about to have a careful overhaul of its investments, and pointed out that the return of income tax had been largely due to a suggestion of Mr. Justice Horridge, who must be pleased to know the amount realised by it.

Sir BOYD MERRIMAN proposed the election of the Committee of Management for the ensuing year. Most of them, he said, had already proved their worth. Rumour had recently reached him that the Chancellor of the Exchequer did not intend to reduce the income tax during the present year. Members would therefore be compelled to pay it on the old basis. There was, however, another tax on income which they were not compelled to pay, but which they ought to acknowledge as a debt on their professional income: the tax for the Barristers' Benevolent Association. That should need no compulsion from the Chancellor of the Exchequer or anyone else. However hard the times might be for the subscribers, they were immeasurably harder for those who were potential participants in the funds.

Sir GEORGE BONNER seconded the motion and expressed the gratitude of the Association to the gentlemen who served on the Committee.

The re-election of Messrs. Jackson, Pixley & Co. as auditors was moved by Mr. GAVIN SIMMONDS, K.C., and seconded by Sir ALFRED TOBIN, K.C.

A vote of thanks to the Committee was proposed by Lord Justice SLESSER, who recalled the objects of the Association, and emphasised the valuable and constantly anxious work of those who had to consider cases and allocate grants. They were responsible for income as well as for expenditure, and they were very busy people: never likely to come upon the funds.

Sir THOMAS INSKIP, K.C., seconding the proposal, said that the theme was one which deserved eloquence. People thought more of the difficulty of raising funds than of the difficulty of spending them, but the task of allocation was not only responsible but demanded very anxious thought and care.

Mr. Justice MACKINNON, proposing a vote of thanks to the Treasurer and Masters of the Bench of Lincoln's Inn for the use of the Old Hall, said that he had long desired to see the interior of this fine building, and was much impressed by what he saw. Possibly the result of the expense involved in its re-decoration accounted for the fact that the institution concerned had only been able to subscribe £120 last year to the Association, whereas the much more impecunious institution to which he belonged had been able to raise £200.

Master VALENTINE BALL seconded the motion. He said that he supposed he had been chosen as being a member of the Bar who was precluded by Statute from practising, and was therefore likely to come upon the funds of the Association.

A vote of thanks to the Chairman was proposed by Mr. Justice HORRIDGE, who said that those who had the privilege of paying sur-tax did not know as well as they ought to know that they could get back the tax on any amount contributed to the Association, thus benefiting both the Association and their own pockets. Whatever else a member of the Bar subscribed to, this Association ought to come first. Mr. FERGUS MORTON, K.C., in seconding the motion, said that he would like to have a print of the Chairman's remarks made and framed for presentation to every member of the Bar.

Gray's Inn Debating Society.

The seventh meeting of the year was held in the Common Room, Gray's Inn, at 8.15 p.m. on Thursday, 27th April, 1933, the President being in the chair. A debate took place on the motion: "That it is expedient to impose further restrictions on the right to trial by jury." This motion was proposed by Master R. Storry Deans (Recorder of Newcastle-upon-Tyne) and opposed by Master Harold Derbyshire, M.C., K.C. (Judge of Appeal in the Isle of Man). On the motion being thrown open to the house, Mr. W. G. V. Williams and Mr. Clement Fuller spoke in favour of the motion, and Mr. L. Caplan, Mr. J. Reginald Jones (ex-President), Mr. John Wood (Vice-President), Mr. Richard Taylour (Hon. Treasurer) and Mr. H. W. G. Westlake against it, after which the proposer replied. The motion was lost by eleven votes to eight, the number of members and their guests present being twenty-three.

The eighth meeting of the year was held in the Common Room, Gray's Inn, at 8.15 p.m., on Thursday, 4th May, the President being in the chair. A debate took place on the motion: "That the return of this country to the gold standard is desirable." This motion was proposed by Mr. Maurice Megrah (Assistant Secretary of the Institute of Bankers), and opposed by Mr. Graham Hutton (Assistant Editor of "The Economist"). On the motion being thrown open to the house, Mr. Bashir Ahmad (a guest), Mr. C. Vandermin and Mr. W. G. V. Williams, spoke in favour of the motion; Mr. J. Reginald Jones (ex-President) and Mr. H. W. N. Betuel, against it; and Mr. Geoffrey Crowther (a guest) and Mr. John Wood (Vice-President) neutrally; after which the proposer replied. The motion was lost by eight votes to seven, the number of members and their guests present being twenty-eight.

The next meeting of the Society, which will be the last meeting of the term, will be held in the Common Room, Gray's Inn, at 8.15 p.m., on Thursday, 18th May, when a debate, opened by four ex-Presidents, will take place on the motion : " That press agitation is a menace to democracy." This motion will be proposed by Master W. Trevor Watson, K.C., and opposed by Mr. Graham Mould ; Mr. Conrad Oldham will speak third ; and Mr. J. Reginald Jones will speak fourth.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 2nd May (chairman, Mr. P. W. Iliff), the subject for debate was " That this House deplores the Budget." Mr. R. S. W. Pollard opened in the affirmative. Mr. R. Langley Mitchell opened in the negative. The following members also spoke : Messrs. H. J. Baxter, R. F. Gingell, L. J. Frost and A. L. Ungoed-Thomas. The opener having replied, the motion was carried by three votes. There were eleven members and two visitors present.

Law Association.

The usual monthly meeting of the directors was held at The Law Society's Hall, on Thursday, the 4th May, Mr. G. D. Hugh-Jones in the chair. The other directors present were : Mr. E. B. V. Christian, Mr. Guy H. Cholmeley, Mr. Douglas T. Garratt, Mr. H. Ross Giles, Mr. Frank S. Pritchard, Mr. W. M. Woodhouse and the Secretary Mr. E. E. Barron. The arrangements for the annual general court were completed for the 31st May, in the new Court Room, Carey-street, when the president, Lord Blanesburgh, promised to attend and preside. The annual report was considered and settled with other details for the carrying out of the meeting. Three new members were elected and other general business transacted.

University of London.

ADVANCED LECTURE IN LAWS.

A lecture on " Some Recent Developments in Private International Law " will be given at University College, London (Gower-street, W.C.1), by Dr. G. C. Cheshire (All Souls Lecturer in Private International Law, Oxford), at 5.30 p.m., on Wednesday, 24th May. The lecture is addressed to students of the University and to others interested in the subject. Admission free, without ticket.

University of London, University College.

A public lecture on " Some recently Discovered XIIIth Century Hebrew Charters (Starrs) " illustrating points of Land Tenure by Jews, will be given by Mr. Herbert M. J. Loewe, M.A., Goldsmid Lecturer in Hebrew ; Reader in Rabbinics, University of Cambridge, on Thursday, 18th May, at 5.30 p.m. The lecture, which will be illustrated by lantern slides, is open to the public, without fee or ticket.

Inns of Court.

CALLS TO THE BAR.

The following were called to the Bar at the Inns of Court on Wednesday, 10th May—Call Day of Easter Term :—

LINCOLN'S INN.

Mabel M. M. Jones ; J. I. Fell-Clark, M.A. Cantab. ; Shaikh M. N. Huq, B.A. Calcutta Univ.

INNER TEMPLE.

V. Coen, Certificate of Honour, Hilary, 1933 ; S. R. Simpson, Magd. Coll., Camb., M.A. ; G. M. Paterson, St. John's Coll., Camb., B.A. ; M. A. Pattani, Downing Coll., Camb., B.A. ; Miss E. M. Willis, Newnham Coll., Camb., M.A. ; T. C. Wallace, St. John's Coll., Oxf., B.A. ; A. Lints Smith, St. John's Coll., Oxf., B.A. ; C. Knight, B.N.C., Oxf. ; A. L. Kark, St. John's Coll., Oxf., B.A. ; G. T. Honniball, B.N.C., Oxf., B.A. ; W. J. Bryden, B.N.C., Oxf.

MIDDLE TEMPLE.

B. R. Tandan, M.A., Punjab Univ. ; L. G. Haiste ; O. H. J. Bertram, B.A., Trin. Coll., Camb. ; G. W. Livingston, B.A., LL.B., Trin. Coll., Dublin ; J. H. MacC. Scott, B.A., Wadham Coll., Oxf. ; S. P. J. Q. Thomas ; C. J. Pratap, B.A., Bombay Univ. ; Stella J. Thomas ; S. Dharmasakti ; M. C. Javeri ; H. N. Saunders, B.A., Pemb. Coll., Camb.

GRAY'S INN.

E. K. Lumley, B.A., LL.B., Trin. Coll., Dublin, Colonial Service.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. W. C. HUGGARD, Attorney-General of the Straits Settlements, to be Chief Justice of that Colony on the retirement of Sir William Murison. Mr. Huggard was called to the Bar in 1907 and was made a K.C. in 1921.

The Secretary of State for India has appointed Sir HERBERT GRAYHURST PEARSON to be his legal adviser in succession to Sir Edward Maynard Deschamps Chamier, K.C.I.E., who retires on 1st June. Sir Herbert Pearson is a judge of the Calcutta High Court.

Sir ROBERT HOLLAND, who was called to the Bar in 1930, has been appointed Judicial Adviser to the Siamese Government.

Sir CHARLES TYRRELL GILES, K.C., has been elected chairman of the Wimbledon and Putney Commons Conservators for the forty-first time.

The order of a Knight of Daneborg has been conferred upon Mr. A. M. OLIVER, solicitor, Town Clerk of Newcastle-upon-Tyne, for services rendered to Denmark.

Mr. CECIL GEORGE BROWN, solicitor, Town Clerk of Cardiff, has been nominated by the executive committee of the National Association of Local Government Officers for the presidency. The election takes place at the annual conference in Folkestone next month.

Mr. FREDERIC HUBERT JESSOP, LL.B., solicitor, of Messrs. Smith, Davies & Jessop, Aberystwyth, and Messrs. Jessop, Evans & Co., Aberayron, has been elected president of the West Wales Law Society, comprising the Counties of Cardigan, Carmarthen and Pembroke. Mr. Jessop was admitted in 1904.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20. Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

Wills and Bequests.

John William, third Baron Sandhurst, of Sheringham, Barrister, Legal Chancery Visitor of Lunatics, 1910–1928, left estate of the gross value of £18,467, with net personalty £15,996.

Mr. Henry Archibald Sanders, solicitor, of Chesterfield, left £24,992, with net personalty £14,335.

SUSPENDED LAND VALUE TAX.

It was unanimously resolved at a meeting of the Council of the Land Union last Tuesday that steps should be taken to obtain in the present Finance Act the repeal of the land value tax imposed by the Finance Act, 1931, which had merely been suspended in its operation by s. 27 of the Act of 1932.

BOARD OF TRADE ANNOUNCEMENT.

TRADE MARKS COMMITTEE, 1933.

The Trade Marks Committee which was set up in January last under the chairmanship of The Right Hon. Viscount Goschen to consider and report whether any, and if so what, changes in the existing law and practice relating to trade marks are desirable, are continuing their meetings for the purpose of hearing evidence from interested persons and associations. Seven meetings of the committee have taken place, and during the next few weeks evidence will be taken from representatives of the Trade Marks, Patents and Designs Federation, Limited, the Trade Mark Owners Association, Limited, and the Chartered Institute of Patent Agents.

Any persons or associations who desire to submit any further suggestions, or to give evidence, should notify their intention to the secretary to the committee, Mr. R. W. Luce, Industrial Property Department, Board of Trade, 25, Southampton-buildings, W.C.2, not later than 3rd June next.

ALLIANCE ASSURANCE COMPANY, LIMITED.

Mr. Lionel N. de Rothschild, O.B.E., has been re-elected Chairman of the Alliance Assurance Company, Limited.

SUMMER ASSIZES.

Days and Places fixed.

The following days and places have been fixed for holding the Summer Assizes, 1933 :—

South Eastern Circuit.—Horridge, J.—Saturday, 20th May, at Huntingdon ; Tuesday, 23rd May, at Cambridge ; Saturday, 27th May, at Bury St. Edmunds ; Friday, 2nd June, at Norwich ; Friday, 9th June, at Chelmsford. Avory, J.—Saturday, 17th June, at Hertford ; Thursday, 22nd June, at Maidstone ; Monday, 3rd July, at Kingston ; Wednesday, 12th July, at Lewes.

Oxford Circuit.—Lawrence, J.—Monday, 22nd May, at Reading ; Saturday, 27th May, at Oxford ; Wednesday, 31st May, at Worcester ; Monday, 5th June, at Gloucester ; Saturday, 10th June, at Monmouth ; Saturday, 17th June, at Hereford ; Wednesday, 21st June, at Shrewsbury. Acton, J., and Lawrence, J.—Tuesday, 27th June, at Stafford.

Midland Circuit (1st Portion).—Finlay, J.—Monday, 15th May, at Aylesbury ; Friday, 19th May, at Bedford ; Wednesday, 24th May, at Northampton ; Wednesday, 31st May, at Leicester ; Thursday, 8th June, at Oakham ; Friday, 9th June, at Lincoln ; Saturday, 17th June, at Derby ; Tuesday, 27th June, at Nottingham.

North Wales and Chester Circuit.—Roche, J.—Wednesday, 24th May, at Newtown ; Saturday, 27th May, at Dolgelly ; Tuesday, 30th May, at Caernarvon ; Saturday, 3rd June, at Beaumaris ; Wednesday, 7th June, at Ruthin ; Saturday, 10th June, at Mold. Roche, J., and Swift, J.—Tuesday, 13th June, at Chester.

Western Circuit.—Goddard, J.—Thursday, 25th May, at Salisbury ; Tuesday, 30th May, at Dorchester ; Monday, 5th June, at Wells ; Monday, 12th June, at Bodmin. Talbot, J., and Goddard, J.—Saturday, 17th June, at Exeter ; Monday, 26th June, at Bristol ; Monday, 3rd July, at Winchester.

GENERAL COUNCIL OF THE BAR.

The General Council of the Bar has passed the following resolution :—

"That the Council views with grave concern the possibility of an extension of the jurisdiction of the county courts as at present constituted.

"It believes that such extension :—

"(*a*) would increase congestion in courts which are already congested,

"(*b*) would seriously interfere with the rights and opportunities of litigants of limited means and with the character of the county court as a poor man's court,

"(*c*) would cause such delays as would amount to a denial of justice,

"(*d*) would prejudice the administration of the county courts as they at present exist,

"(*e*) would not be in the public interest and would provide no effective remedy for the present congestion of business in the High Court."

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in attendance on

Date.		Emergency Rota.	Appeal Court No. 1.	Group I. Mr. Justice Eve. Witness. Part I.	Group I. Mr. Justice Maugham. Non-witness
		Mr.	Mr.	Mr.	Mr.
May	15	Andrews	Blaker	*Jones	Hicks Beach
,,	16	Jones	More	*Hicks Beach	Blaker
,,	17	Ritchie	Hicks Beach	*Blaker	Jones
,,	18	Blaker	Andrews	Jones	Hicks Beach
,,	19	More	Jones	*Hicks Beach	Blaker
,,	20	Hicks Beach	Ritchie	Blaker	Jones

Date.		Group I. Mr. Justice Bennett. Witness. Part II.	Mr. Justice Clauson. Non-Witness.	Group II. Mr. Justice Luxmoore. Witness. Part II.	Mr. Justice Farwell. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
May	15	Blaker	Ritchie	*Andrews	*More
,,	16	*Jones	Andrews	More	*Ritchie
,,	17	Hicks Beach	More	*Ritchie	*Andrews
,,	18	*Blaker	Ritchie	Andrews	*More
,,	19	Jones	Andrews	*More	Ritchie
,,	20	Hicks Beach	More	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 25th May, 1933.

	Div. Months.	Middle Price 10 May 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109¾	3 12 11	3 7 11
Consols 2½%	JAJO	74	3 7 7	—
War Loan 3½% 1952 or after	JD	100	3 10 0	3 10 0
Funding 4% Loan 1960-90	MN	110	3 12 9	3 8 7
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	110	3 12 9	3 9 0
Conversion 5% Loan 1944-64	MN	116¼	4 6 0	3 4 5
Conversion 4½% Loan 1940-44	JJ	111¼	4 0 11	2 14 3
Conversion 3½% Loan 1961 or after	AO	100½	3 9 8	3 9 5
Conversion 3% Loan 1948-53	MS	98½	3 0 11	3 2 0
Conversion 2½% Loan 1944-49	AO	94¼	2 13 0	2 19 2
Local Loans 3% Stock 1912 or after	JAJO	86½	3 9 4	—
Bank Stock	AO	327½	3 13 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	78	3 10 6	—
India 4½% 1950-55	MN	104½	4 6 1	4 2 6
India 3½% 1931 or after	JAJO	84	4 3 4	—
India 3% 1948 or after	JAJO	72	4 3 4	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 6 7
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	106	4 14 4	4 7 0
*Canada 3½% 1930-50	JJ	100	3 10 0	3 10 0
*Cape of Good Hope 3½% 1929-49	JJ	101	3 9 4	—
Natal 3% 1929-49	JJ	96	3 2 6	3 6 5
New South Wales 3½% 1930-50	JJ	95	3 13 8	3 18 1
*New South Wales 5% 1945-65	JD	104xd	4 16 2	4 11 9
*New Zealand 4½% 1948-58	MS	107	4 4 1	3 17 6
*New Zealand 5% 1946	JJ	110	4 10 11	4 0 0
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	112	4 9 3	3 14 9
*South Australia 5% 1945-75	JJ	106	4 14 4	4 7 0
*Tasmania 3½% 1920-40	JJ	100	3 10 0	3 10 0
Victoria 3½% 1929-49	AO	95	3 13 8	3 18 6
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	87	3 9 0	—
Birmingham 4½% 1948-68	AO	114	3 18 11	3 6 0
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	99	3 10 8	3 11 4
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	73xd	3 8 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86xd	3 9 9	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	94xd	2 13 2	2 19 7
Metropolitan Water Board 3% "A" 1963-2003	AO	89	3 7 5	3 8 4
Do. do. 3% "B" 1934-2003	MS	90	3 6 8	3 7 6
Do. do. 3% "E" 1953-73	JJ	94	3 3 10	3 5 5
*Middlesex C.C. 3½% 1927-47	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 6
Nottingham 3% Irredeemable	MN	86	3 9 9	—
*Stockton 5% 1946-66	JJ	113	4 8 6	3 14 4
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	103½	3 17 4	—
Gt. Western Rly. 5% Rent Charge	FA	115½	4 6 7	—
Gt. Western Rly. 5% Preference	MA	78½	6 7 5	—
‡L. & N.E. Rly. 4% Debenture	JJ	85½	4 13 7	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	68½	5 16 9	—
London Electric 4% Debenture	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	95½	4 3 9	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	79½	5 0 8	—
Southern Rly. 4% Debenture	JJ	103½	3 17 4	—
Southern Rly. 5% Guaranteed	MA	109½	4 11 4	—
Southern Rly. 5% Preference	MA	88½	5 13 0	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date ; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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ABSOLUTE REVERSION, life 59, to Freeholds at Fulham and N. Devon.—Solicitors, Messrs. Doyle, Devonshire & Co., 14, Bedford-row, W.C.1.

ABSOLUTE REVERSION, life 66, to Freehold and Leasehold Property at Brentford.—Solicitors, Messrs. Ruston, Clark & Ruston, 193-4, High-street, Brentford.

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By Order of Executors.
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